

Gregory C. Tollefson, ISB No. 5643  
Teresa A. Hill, ISB No. 6175  
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ROFF # 15433

Attorneys for Defendant Leasecomm Corporation

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF IDAHO**

CHUCK WEDDE, dba POCA TELLO CAB  
COMPANY

Plaintiff,

v.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,

Defendant.

Case No. CIV 03 - 505 - E - BLW

**NOTICE OF REMOVAL**

Pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Leasecomm Corporation ("Leasecomm") serves notice of the removal of this cause from the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bannock, and respectfully shows as follows:

1. This lawsuit was originally filed in the District Court of the Sixth Judicial District for the State of Idaho, in and for the County of Bannock, and captioned as Case No. CVOC-02-01107 B.

2. Pursuant to Local Rules of Civil Practice, Rule 81.1, a true, correct and complete copy of the state court record and docket sheet are attached as Exhibit A.

3. On November 17, 2003 Leasecomm received Plaintiff's Answers to Defendant Leasecomm's Second Set of Requests for Admission to Plaintiff, specifically Answer to Request for Admission No. 17 ("Plaintiff's Answer"), attached as Exhibit B. Plaintiff's Answer, denying that the total damages Plaintiff is seeking to recover do not exceed the sum of seventy-five thousand dollars (\$75,000), is the paper from which Defendants could first ascertain that the case is removable.

4. This Notice of Removal is filed within 30 days of the date of receipt of Plaintiff's Answer. *See* 28 U.S.C. § 1446(b).

5. Pursuant to 28 U.S.C. § 1446(d), Leasecomm has served a copy of this notice on plaintiff and on the Clerk of the District Court of the Sixth Judicial District for the State of Idaho, in and for the County of Bannock.

**THIS COURT HAS DIVERSITY JURISDICTION  
PURSUANT TO 28 U.S.C. § 1332**

6. The present case is removable pursuant to 28 U.S.C. § 1332, diversity jurisdiction.

7. To confer subject matter jurisdiction on this Court based on diversity jurisdiction, the action must be brought "between citizens of different States" or "citizens of a state and citizens or subjects of a foreign state." 28 U.S.C. § 1332(a)(1), (2). Moreover, the amount in controversy between the parties must exceed the sum or value of \$75,000 exclusive of interest and costs. 28 U.S.C. § 1332(a).

**A. Plaintiff is Diverse from Defendants**

7. Plaintiff is a resident of the state of Idaho. *See* Complaint at ¶ 1.

8. Leasecomm Corporation is a Massachusetts corporation with its principal place of business in Middlesex County, Massachusetts.

9. Based on information and belief, Loganberry Merchant Services is a California corporation, with its principal place of business in the State of California. Loganberry Merchant Services has not been served and has not appeared in this action.

10. Because plaintiff and defendants are citizens of different states, there is diversity of citizenship.


**B. The Amount in Controversy Exceeds \$75,000.**

11. Plaintiff denied that the total damages he seeks to recover "do not exceed the sum or value of seventy-five thousand dollars (\$75,000)." *See* Plaintiff's Answer to Request for Admission No. 17. Accordingly, the amount in controversy exceeds the jurisdictional amount.

DATED this 24<sup>th</sup> day of November, 2003.

STOEL RIVES LLP

By:

  
Gregory C. Tollefson  
Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 24<sup>th</sup> day of November, 2003, a true and correct copy of the foregoing **NOTICE OF REMOVAL** was served on the following individual by U.S. Mail:

Richard D. Vance, Esq.  
845 W. Center, Suite C-2  
Pocatello, Idaho 83204

  
Gregory C. Tollefson

Time: 10:01 AM

ROA Report

Page 1 of 2

Case: CV-2002-0001728-OC Current Judge: N. Randy Smith  
 Chuck Wedde, etal. vs. Leasecomm Corporation, etal.

Date	Code	User		Judge
05/29/2002	LOCT	JULIANNE	crt rec	N. Randy Smith
05/30/2002	NEWC	JULIANNE	New Case Filed	N. Randy Smith
		JULIANNE	Civil Complaint, More Than \$1000, No Prior Appearance	N. Randy Smith
	SMIS	JULIANNE	Summons Issued	N. Randy Smith
06/29/2002	MISC	PATTI	letter from T&T reporting advising that the transcript for the depositions of Chuck Wedde taken on 7-28-03 has been filed;	N. Randy Smith
12/31/2002		JULIANNE	Filing: 11A - Civil Answer Or Appear. More Than \$1000 No Prior Appearance Paid by: STOEL RIVES Receipt number: 0348940 Dated: 12/31/2002 Amount: \$47.00 (Check)	N. Randy Smith
	ANSW	CAMILLE	Def Leasecomm's Answer to complaint & affirmative defenses: aty Gregory Tollefson for Def.	N. Randy Smith
01/09/2003	HRSC	PATTI	Hearing Scheduled (Scheduling Conference 03/03/2003 08:20 AM)	N. Randy Smith
03/03/2003	CONT	PATTI	Hearing result for Scheduling Conference held on 03/03/2003 08:20 AM: Continued	N. Randy Smith
	HRSC	PATTI	Hearing Scheduled (Scheduling Conference 03/17/2003 08:00 AM)	N. Randy Smith
03/10/2003	NOTC	PATTI	Dfdt Leasecomm's note of serv of disc req (Gregory Tollefson for dfd)	N. Randy Smith
03/17/2003	INHD	PATTI	Hearing result for Scheduling Conference held on 03/17/2003 08:00 AM: Interim Hearing Held	N. Randy Smith
	HRSC	PATTI	Hearing Scheduled (Pretrial Conference 11/10/2003 11:00 AM)	N. Randy Smith
	HRSC	PATTI	Hearing Scheduled (Jury Trial 11/18/2003 09:30 AM)	N. Randy Smith
03/20/2003	NOTC	CAMILLE	Notice of service of Plntf's Resp to Def Leasecomm's first set of req for Admission: aty R/Vance	N. Randy Smith
04/28/2003	NOTC	BRANDY	Notice of service; pltf's answ to dfdt interogs; Richard Vance aty	N. Randy Smith
06/30/2003	NOTC	CAMILLE	3rd Amended Notice of Depo of Chuck Wedde on 6-30-03;	N. Randy Smith
	MISC	CAMILLE	Plntfs Proposed witness List; aty R/Vance	N. Randy Smith
08/05/2003	MISC	CAMILLE	Leasecomm Corporations Disclosure of Witnesses;	N. Randy Smith
08/14/2003	MISC	CAMILLE	Commission to take Testimony,	N. Randy Smith
08/22/2003	NOTC	CAMILLE	Def Leasecomm's Notice of service of 2nd set of discovery req; 2nd set of Interog to Plntf	N. Randy Smith
09/25/2003	MOTN	CAMILLE	Motion to Continue, aty Richard Vance	N. Randy Smith
09/26/2003	MOTN	CAMILLE	Motion to Continue, aty	N. Randy Smith
09/30/2003	NOTC	CAMILLE	Def Leasecomm's Notice of Non-Opposition to Plntfs Motion to Continue, aty Greg Tollefson for Def.	N. Randy Smith
	INHD	PATTI	Interim Hearing Held (both parties asked to continue the trial - crt GRANTED and vacated pre-trial and trial)	N. Randy Smith

EXHIBIT A

Time: 10:01 AM

ROA Report

Page 2 of 2

Case: CV-2002-0001728-OC Current Judge: N. Randy Smith  
Chuck Wedde, etal. vs. Leasecomm Corporation, etal.

Date	Code	User		Judge
09/30/2003	HRVC	PATTI	Hearing result for Jury Trial held on 11/18/2003 09:30 AM: Hearing Vacated	N. Randy Smith
	HRVC	PATTI	Hearing result for Pretrial Conference held on 11/10/2003 11:00 AM: Hearing Vacated	N. Randy Smith
	HRSC	PATTI	Hearing Scheduled (Pre-trial Conference 04/26/2004 11:00 AM)	N. Randy Smith
	HRSC	PATTI	Hearing Scheduled (Jury Trial 05/04/2004 09:30 AM)	N. Randy Smith
10/23/2003	NOTC	CAMILLE	Notice of service of Plntfs Resp to Def Leascomm 2nd req for Production; aty R/Vance	N. Randy Smith
	NOTC	CAMILLE	Notice of service of Plntfs Answers to Def. Leascomm 2nd set of Interrog: aty R/Vance	N. Randy Smith
11/04/2003	NOTC	CAMILLE	Def Leasecomms Notice of Service of 2nd set of Requests for Admissions to Plntf	N. Randy Smith
11/17/2003	NOTC	CAMILLE	Notice of service of Plntfs Answers to Def Leascomm 2nd set of Requests for Admission to Plntf: aty Richard Vance	N. Randy Smith

RECEIVED

NOV 17 2003

RICHARD D. VANCE  
*Attorney at Law*  
845 W. Center, Suite C-2  
Pocatello, ID 83204  
(208) 232-5041  
FAX (208) 232-8001

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT FOR THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCATELLO  
CAB COMPANY,

Plaintiffs,

vs.

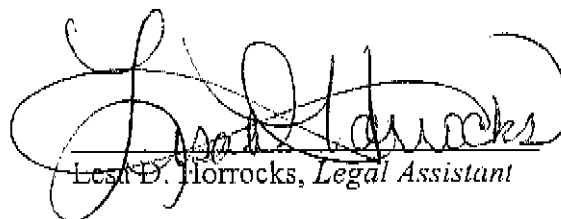
LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,  
Defendant

Case No.: CVOC-02-01107 B

**NOTICE OF SERVICE OF  
PLAINTIFF'S ANSWERS  
TO DEFENDANT LEASCOMM'S  
SECOND SET OF REQUESTS  
FOR ADMISSION TO PLAINTIFF**

I HEREBY CERTIFY that on the 14th day of November, 2003, I served a true and  
correct copy of **PLAINTIFF'S ANSWERS TO DEFENDANT LEASCOMM'S SECOND  
SET OF REQUESTS FOR ADMISSION TO PLAINTIFF** by regular United States mail, and  
by facsimile, to the following interested parties:

Gregory C. Tollefson  
STOEL RIVES, LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958  
FAX (208) 389-9040

  
Lisa D. Horrocks, Legal Assistant

Gregory C. Tollefson, ISB #5463  
Teresa A. Hill, ISB #6175  
STOEL RIVES LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958  
Telephone: (208) 389-9000  
Fax Number: (208) 389-9040  
gctollefson@stoel.com  
tahill@stoel.com

Attorneys for Defendant, Leasecomm Corporation

FILED  
LARRY W. GHAN  
CLERK OF COURT

2003 NOV 3 PM 1 48

BY \_\_\_\_\_  
DEPUTY CLERK

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCATELLO  
CAB COMPANY,

Plaintiff,

v.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,

Defendant.

Case No. CVOC-02-01107 B

**DEFENDANT LEASECOMM'S NOTICE  
OF SERVICE OF SECOND SET OF  
REQUESTS FOR ADMISSION TO  
PLAINTIFF**

Pursuant to Rules 36(c)(2) of the Idaho Rules of Civil Procedure, Defendant Leasecomm hereby gives notice that on October 30, 2003, it served (by facsimile and U.S. Mail) a copy of **DEFENDANT LEASECOMM'S SECOND SET OF REQUESTS FOR ADMISSION TO PLAINTIFF** upon all counsel listed below in the attached certificate of service.

**DEFENDANT LEASECOMM'S NOTICE OF SERVICE OF SECOND SET OF  
REQUESTS FOR ADMISSION TO PLAINTIFF - 1**

Boise-160766.1 0051523-00.001

**COPY**



RECEIVED

OCT 22 2003

RICHARD D. VANCE  
*Attorney at Law*  
845 W. Center, Suite C-2  
Pocatello, ID 83204  
(208) 232-5041  
FAX (208) 232-8001

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT FOR THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCATELLO )  
CAB COMPANY, )

Case No.: CVOC-02-01107 B

Plaintiffs, )

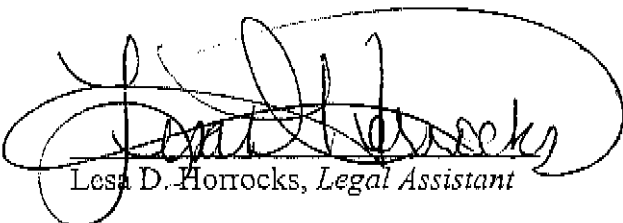
vs. )

LEASECOMM CORPORATION and )  
LOGANBERRY MERCHANT SERVICE, )  
Defendant )

**NOTICE OF SERVICE OF  
PLAINTIFF'S ANSWERS  
TO DEFENDANT LEASCOMM'S  
SECOND SET OF  
INTERROGATORIES**

I HEREBY CERTIFY that on the 21<sup>st</sup> day of October, 2003, I served a true and correct  
copy of **PLAINTIFF'S ANSWERS TO DEFENDANT LEASCOMM'S SECOND SET OF  
INTERROGATORIES** by regular United States mail, and by facsimile, to the following  
interested parties:

Gregory C. Tollefson  
STOEL RIVES, LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958  
FAX (208) 389-9040

  
Lesa D. Horrocks, Legal Assistant

RECEIVED

RICHARD D. VANCE  
*Attorney at Law*  
845 W. Center, Suite C-2  
Pocatello, ID 83204  
(208) 232-5041  
FAX (208) 232-8001

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT FOR THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCATELLO  
CAB COMPANY,

Plaintiffs,

vs.

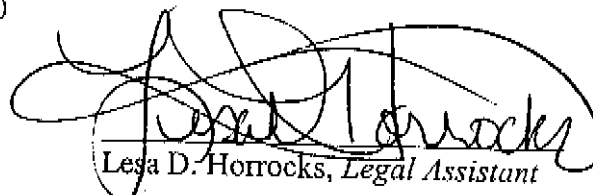
LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,  
Defendant

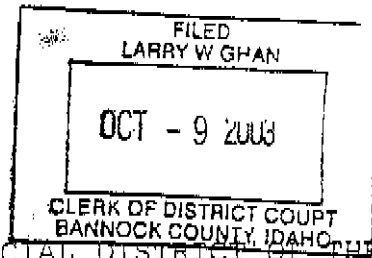
Case No.: CVOC-02-01107 B

**NOTICE OF SERVICE OF  
PLAINTIFF'S RESPONSE  
TO DEFENDANT LEASCOMM'S  
SECOND SET OF  
REQUEST FOR PRODUCTION**

I HEREBY CERTIFY that on the 21<sup>st</sup> day of October, 2003, I served a true and correct copy of **PLAINTIFF'S RESPONSE TO DEFENDANT LEASCOMM'S SECOND SET OF REQUESTS FOR PRODUCTION** by regular United States mail, and by facsimile, to the following interested parties:

Gregory C. Tollefson  
STOEL RIVES, LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958  
FAX (208) 389-9040

  
Lesa D. Horrocks, Legal Assistant



IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

Register No. CVOC02-01170B

CHUCK WEDDE, dba  
POCATELLO CAB COMPANY,

Plaintiff,

vs.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,

Defendants.

MINUTE ENTRY  
& ORDER

The Plaintiff's Motion to Continue Trial came before the Court for a telephone hearing on September 30, 2003, pursuant to notice. Appearing for the Plaintiff at the hearing was Richard D. Vance. Appearing for the Defendant by telephone was Gregory C. Tollefson of Stoel Rives.

Prior to the hearing, the Court received and reviewed the Motion. The Defendants had not filed any opposition to the Motion. At the hearing, both parties asked the Court to continue the trial because they would not be prepared to go to trial on

Register CVOC02-01107B

MINUTE ENTRY & ORDER

Page 1

November 8, 2003. Reluctantly, the Court then **GRANTED** the Motion.

IT IS HEREBY ORDERED that the Jury Trial scheduled for November 18, 2003 and the Pre-Trial Conference scheduled for November 10, 2003 are **VACATED**.

(1) IT IS FURTHER ORDERED that the **JURY TRIAL** will commence **MAY 4, 2004 AT THE HOUR OF 9:30 A.M.**

(2) IT IS FURTHER ORDERED that the **FORMAL PRE-TRIAL CONFERENCE**, pursuant to Rule 16, I.R.C.P. will be held **APRIL 26, 2004 AT THE HOUR OF 11:00 A.M.**

(3) Trial counsel for the parties are ordered to meet for the purpose of preparing a joint Pre-Trial Memorandum, which shall be submitted to the Court at least one (1) week prior to the time of the Pre-Trial Conference. The joint Pre-Trial Memorandum shall contain the following:

- (a) An index of all exhibits. The index shall indicate: 1) by whom the exhibit is being offered, 2) a brief description of the exhibit, 3) whether the parties have stipulated to admissibility, and if not, 4) the legal grounds for objection.
- (b) An indication of whether depositions, admissions, interrogatory responses, or other discovery responses are to be used in lieu of live testimony, the manner in which such evidence will be presented, and the legal grounds for any objection to such excerpts.

(c) Summary of the documentary evidence supporting the damages sought by the plaintiff shall be appended to the joint Pre-Trial Memorandum. The Memorandum shall include a statement as to whether the parties have stipulated to the admission of the summary under Rule 1006, I.R.E. in lieu of the underlying documents.

(d) A list of the names and addresses of all witnesses which such party may call to testify at trial, including anticipated rebuttal or impeachment witnesses. Expert witnesses shall be identified as such.

(e) A brief non-argumentative summary of the factual nature of the case. The purpose of the summary is to provide an overview of the case for the jury and shall be included in pre-proof instructions to the jury.

(f) A statement that counsel have, in good faith, discussed settlement unsuccessfully.

(g) A statement that all answers or supplemental answers to interrogatories under Rule 33 reflect facts known to the date of the Memorandum.

(h) A statement of all claims.

(i) Any admissions or stipulations of the parties which can be agreed upon by the parties.

(j) Any amendments to the pleadings and any issues of law abandoned by any of the parties.

(k) A statement of the issues of fact and law which remain to be litigated at the trial.

(1) A listing of all anticipated motions in limine and any orders which will expedite the trial.

(m) A statement as to whether counsel requires more than 30 minutes per side for voir dire or opening statement.

At the time of the Pre-Trial Conference, all parties shall be prepared to assist in the formulation of a Pre-Trial Order in the form described in Rule 16(d) I.R.C.P.

(4) At the time of counsel's meeting ordered above, counsel shall complete an Exhibit List on a form to be procured from the Court Clerk. The Exhibit List will be submitted to the Court at the time of the Pre-Trial Conference.

(5) **DISCOVERY CUTOFF** will be APRIL 16, 2004. Counsel are advised that this cutoff means that ALL discovery will be COMPLETE by that deadline.

(6) **MOTION CUTOFF** will be FEBRUARY 23, 2004. This includes all motions concerning any objections to the testimony of experts at trial. This does not include other Motions in Limine the parties may wish to file.

(7) The parties have already disclosed witnesses. No other person will be allowed to testify at trial, without the permission of the Court.

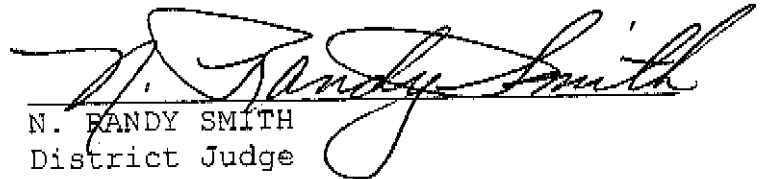
(8) TRIAL BRIEFS AND JURY INSTRUCTIONS shall be filed with the Court at the time of the Pre-Trial Conference.

(9) All meetings and/or hearings with the Court in this matter shall be scheduled in advance with the Court's Clerk.

The Court appreciates time to adequately consider each issue before it, prior to a hearing and/or meeting.

IT IS SO ORDERED.

DATED October 9, 2003

  
N. RANDY SMITH  
District Judge

Copies to:

Richard D. Vance  
Gregory C. Tollefson

Gregory C. Tollefson (ISB #5463)  
STOEL RIVES LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958  
Telephone: (208) 389-9000  
Fax Number: (208) 389-9040  
gctollefson@stoel.com

Attorneys for Defendant, Leasecomm Corporation

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCATELLO  
CAB COMPANY,

Plaintiff,

v.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,

Defendant.

Case No. CVOC-02-01107 B


**DEFENDANT LEASECOMM'S NOTICE  
OF NON-OPPOSITION TO  
PLAINTIFF'S MOTION TO CONTINUE**

Defendant Leasecomm Corporation does not oppose and joins in Plaintiff's Motion to  
Continue the trial in this matter.

Due to defense counsel's current trial schedule, Defendant would request that trial not be  
set until April of 2004 or thereafter.

DATED: September 21 2003.

STOEL RIVES LLP



Gregory C. Tollefson  
Attorneys for Defendant, Leasecomm  
Corporation

**DEFENDANT LEASECOMM'S NOTICE OF NON-OPPOSITION TO PLAINTIFF'S  
MOTION TO CONTINUE - 1**



**CERTIFICATE OF SERVICE**

I hereby certify that on this 25<sup>th</sup> day of September, 2003, a true and correct copy of the foregoing **DEFENDANT LEASECOMM'S NOTICE OF NON-OPPOSITION TO PLAINTIFF'S MOTION TO CONTINUE** was served on the following individuals by the manner indicated:

Richard D. Vance  
*ATTORNEY AT LAW*  
845 W. Center, Suite C-2  
Pocatello, ID 83204

☒ U.S. Mail  
☐ Hand Delivered  
☐ Overnight Delivery  
☒ Facsimile

By:

  
\_\_\_\_\_  
Gregory C. Tollefson

RECEIVED

SEP 29 2003

RICHARD VANCE  
845 West Center, Suite C  
Pocatello, Idaho 83204  
(208) 232-5041  
FAX (208) 232-8001

Attorney for Plaintiffs Chuck Wedde, dba, Pocatello Cab Company

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba, POCATELLO  
CAB COMPANY,

Plaintiff

vs

LEASECOMM CORPORATION and  
FUND MERCHANT SERVICE,

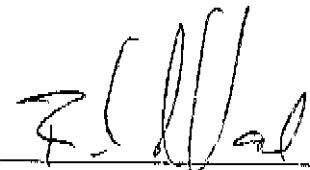
Defendant

CASE NO. CVOC-02-01107B

**MOTION  
TO CONTINUE**

COMES NOW counsel for Plaintiff and hereby respectfully requests that this court continue the trial that is presently set until March of 2004 or at anytime thereafter that is convenient for the court. This Motion is made for the reason that counsel for Plaintiff and counsel for Defendant have agreed that more time is necessary to conduct discovery and file amended Pleadings and related Motions.

DATED this 25 day of September, 2003.

  
Richard D. Vance

Gregory C. Tollefson (ISB #5463)  
STOEL RIVES LLP  
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Boise, ID 83702-5958  
Telephone: (208) 389-9000  
Fax Number: (208) 389-9040  
gctollefson@stoel.com

FILED  
LARRY W. GHAN  
CLERK OF COURT

2003 AUG 22 PM 10 01

BY \_\_\_\_\_  
DEPUTY CLERK

Attorneys for Defendant, Leasecomm Corporation

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCA TELLO  
CAB COMPANY,

Plaintiff,

v.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,

Defendant.

Case No. CVOC-02-01107 B

**DEFENDANT LEASECOMM'S NOTICE  
OF SERVICE OF SECOND SET OF  
DISCOVERY REQUESTS**

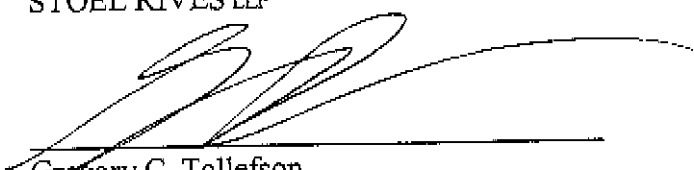
Pursuant to Rules 33(a)(5) and 34(d) of the Idaho Rules of Civil Procedure, Defendant Leasecomm hereby gives notice that on August 19, 2003, it served (by facsimile and U.S. Mail) a copy of (1) **DEFENDANT LEASECOMM'S SECOND SET OF REQUESTS FOR PRODUCTION TO PLAINTIFF**, and (2) **DEFENDANT LEASECOMM'S SECOND SET OF INTERROGATORIES TO PLAINTIFF** upon all counsel listed below in the attached certificate of service.

**DEFENDANT LEASECOMM'S NOTICE OF SERVICE OF SECOND SET OF  
DISCOVERY REQUESTS - 1**

Boise-160766.1 0051523-00002

DATED: August 19, 2003.

STOEL RIVES LLP



---

Gregory C. Tollefson  
Attorneys for Defendant, Leasecomm  
Corporation

**DEFENDANT LEASECOMM'S NOTICE OF SERVICE OF SECOND SET OF  
DISCOVERY REQUESTS - 2**

Boisc-160766.1 0051523-00002

**CERTIFICATE OF SERVICE**

I hereby certify that on this 19 day of August, 2003, a true and correct copy of the foregoing **DEFENDANT LEASECOMM'S NOTICE OF SERVICE OF SECOND SET OF DISCOVERY REQUESTS** was served on the following individuals by the manner indicated:

Richard D. Vance  
*ATTORNEY AT LAW*  
845 W. Center, Suite C-2  
Pocatello, ID 83204

☒ U.S. Mail  
☐ Hand Delivered  
☐ Overnight Delivery  
☒ Facsimile

By:

  
Gregory C. Tollefson

Gregory C. Tollefson (ISB #5463)  
STOEL RIVES LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958  
Telephone: (208) 389-9000  
Fax Number: (208) 389-9040  
gctollefson@stoel.com

Attorneys for Defendant, Leasecomm Corporation

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCATELLO  
CAB COMPANY,

Plaintiff,

v.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,

Defendant.

Case No. CVOC-02-01107 B

**DEFENDANT LEASECOMM'S NOTICE  
OF SERVICE OF SECOND SET OF  
DISCOVERY REQUESTS**

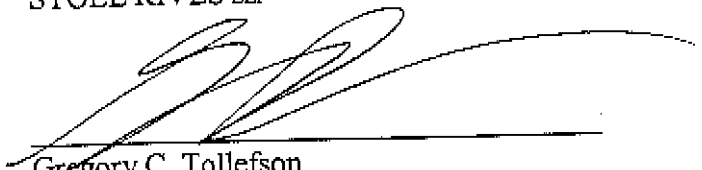
Pursuant to Rules 33(a)(5) and 34(d) of the Idaho Rules of Civil Procedure, Defendant Leasecomm hereby gives notice that on August 19, 2003, it served (by facsimile and U.S. Mail) a copy of (1) **DEFENDANT LEASECOMM'S SECOND SET OF REQUESTS FOR PRODUCTION TO PLAINTIFF**, and (2) **DEFENDANT LEASECOMM'S SECOND SET OF INTERROGATORIES TO PLAINTIFF** upon all counsel listed below in the attached certificate of service.

**DEFENDANT LEASECOMM'S NOTICE OF SERVICE OF SECOND SET OF  
DISCOVERY REQUESTS - 1**

Boise-160766.1 0051523-00002

DATED: August 19, 2003.

STOEL RIVES LLP

A handwritten signature in black ink, appearing to read 'Gregory C. Tollefson', is written over a horizontal line.

Gregory C. Tollefson  
Attorneys for Defendant, Leasecomm  
Corporation

**DEFENDANT LEASECOMM'S NOTICE OF SERVICE OF SECOND SET OF  
DISCOVERY REQUESTS - 2**

Boise-160766.1 0051523-00002

**CERTIFICATE OF SERVICE**

I hereby certify that on this 19 day of August, 2003, a true and correct copy of the foregoing **DEFENDANT LEASECOMM'S NOTICE OF SERVICE OF SECOND SET OF DISCOVERY REQUESTS** was served on the following individuals by the manner indicated:

Richard D. Vance  
*ATTORNEY AT LAW*  
845 W. Center, Suite C-2  
Pocatello, ID 83204

☒ U.S. Mail  
☐ Hand Delivered  
☐ Overnight Delivery  
☒ Facsimile

By:

  
\_\_\_\_\_  
Gregory C. Tollefson



Gregory C. Tollefson (ISB #5463)  
STOEL RIVES LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958  
Telephone: (208) 389-9000  
Fax Number: (208) 389-9040  
gctollefson@stoel.com

Attorneys for Defendant Leasecomm Corporation

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCATELLO  
CAB COMPANY,

Plaintiff,

v.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,

Defendant.

Case No. CVOC-02-01107 B

**DECLARATION OF GREGORY C.  
TOLLEFSON TO TAKE DEPOSITION FOR  
USE IN OUT OF STATE ACTION  
[C.C.P. § 2029]**

I, Gregory C. Tollefson, declare and state as follows:

1. I am an attorney with the firm of Stoel Rives LLP, 101 S. Capitol Blvd., Boise, Idaho 83702. I make this Declaration on personal knowledge.
2. I represent Defendant Leasecomm Corporation ("Leasecomm"), who is a defendant in an action entitled *CHUCK WEDDE, dba POCATELLO CAB COMPANY, v. LEASECOMM CORPORATION and LOGANBERRY MERCHANT SERVICE*, now pending in the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bannock, Case No. CVOC-02-01107 B.

**DECLARATION OF GREGORY C. TOLLEFSON TO TAKE DEPOSITION FOR USE  
IN OUT OF STATE ACTION [C.C.P. § 2029] - 1**

Boise-160462.1 0051523-00002

3. Pursuant to Cal. Civ. Proc. Code § 2020(e), the testimony of, and the production of certain business records, documents and tangible things by (1) Loganberry Merchant Service, (2) Rose Logan and (3) Garrett Logan is required in the above described action.

4. Attached hereto as **Exhibit A** are true and correct copies of the Notices and Subpoenas for the Deposition Duces Tecum of Rose Logan and Garrett Logan, and the Subpoena for the 30(b)(6) Deposition Duces Tecum of Loganberry Merchant Service.

5. The Subpoenas (**Exhibit A**) requesting the deposition of (1) Loganberry Merchant Service, (2) Rose Logan and (3) Garrett Logan, and production of documents by these same persons and entity, will be served upon issuance of the enclosed Subpoenas (**Exhibit A**) by the clerk of the Orange County Superior Court for the State of California.

6. Attached hereto as **Exhibit B** are true and correct copies of the Complaint and Answer filed in the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bannock. The Idaho Rules of Civil Procedure Rule do not require the issuance of a commission, order, or any other similar document to permit a party to take the deposition of a witness residing outside the state of Idaho. Idaho Rule of Civil Procedure 45 (d)(1) **Subpoena for taking depositions -- Place of examination** -- states,

Proof of service of a notice to take a deposition as provided in Rules 30 and 31, or the presentation of a stipulation for the taking thereof, constitutes a sufficient authorization for the issuance by the clerk of the district court for the county in which the action is pending, or by the clerk of the district court for the county in which a deposition is being taken to be used in an action pending in another state or country, of subpoenas for the person named or described therein....

A true and correct copy of Idaho Rule of Civil Procedure 45 is attached hereto as **Exhibit C**.

7. The business address and principal place of business for Rose Logan and Garrett Logan is 1342 Bell Ave #3G Tustin, California, 92780, which is within 75 (seventy five) miles

of the place where the deposition is scheduled to be taken; namely the offices of Cotkin, Collins & Ginsburg, 200 West Santa Ana Boulevard, Suite 800 Santa Ana, California 92701.

8. The business address and principal place of business for Loganberry Merchant Service, now believed to be doing business as Cutting Edge Bank Card Service, is 1342 Bell Ave #3G Tustin, California, 92780, which is within 75 (seventy five) miles of the place where the deposition is scheduled to be taken; namely the offices of Cotkin, Collins & Ginsburg, 200 West Santa Ana Boulevard, Suite 800 Santa Ana, California 92701.

9. The pending action involves a lease which was issued for a commercial purpose to the Plaintiff, CHUCK WEDDE, dba POCATELLO CAB COMPANY, in which Plaintiff claims that his signature was forged on one of the lease documents. Plaintiff also claims damage to his credit and credit worthiness resulting from the subsequent dispute regarding his claim of forgery and the investigation of that claim. Plaintiff claims that Loganberry Merchant Service forged his signature on the lease and that Loganberry Merchant Service was involved in the lease transaction. Rose Logan's name appears on several of the documents at issue in the lawsuit.

10. The testimony and documents of Rose Logan, Garrett Logan and Loganberry Merchant Service are relevant and important to the subject matter involved in the above-described action. Defendant Leasecomm therefore has a good faith belief that Rose Logan, Garrett Logan and Loganberry Merchant Service have knowledge of, and documents in their possession, custody and/or under their control, that are relevant to this action.

11. The deposition and document production of Rose Logan, Garrett Logan and Loganberry Merchant Service, pursuant to the attached Subpoenas, and the circumstances set forth herein, may be used in the action described above under the laws of the State of Idaho.

Idaho Rules of Civil Procedure 28 and 45 authorize the use of such out of state depositions in Idaho state Court actions.

12. WHEREFORE, it is hereby requested that the Clerk of the Superior Court by the State of California for the County of Orange, issue the attached Subpoenas (**Exhibit A**), directing Rose Logan, Garrett Logan and Loganberry Merchant Service to each appear for the taking of their testimony at a deposition by oral examination on August 27, 2003 at the 10:00 a.m., at the offices of Cotkin, Collins & Ginsburg, 200 West Santa Ana Boulevard, Suite 800 Santa Ana, California 92701, before an officer authorized to take an oath and record the testimony, and that each bring to the above-described place of deposition, at that time, the documents described and delineated in the attached Subpoenas.

13. I declare, under the penalty of perjury, under the laws of the state of Idaho that the foregoing is true and correct.

EXECUTED this 12<sup>th</sup> day of August, 2003 at Boise, Idaho.

  
\_\_\_\_\_  
Gregory C. Tollefson

Idaho Rules of Civil Procedure 28 and 45 authorize the use of such out of state depositions in Idaho state Court actions.

12. WHEREFORE, it is hereby requested that the Clerk of the Superior Court by the State of California for the County of Orange, issue the attached Subpoenas (**Exhibit B**), directing Rose Logan, Garrett Logan and Loganberry Merchant Service to each appear for the taking of their testimony at a deposition by oral examination on August 27, 2003 at the 10:00 a.m., at the offices of Cotkin, Collins & Ginsburg, 200 West Santa Ana Boulevard, Suite 800 Santa Ana, California 92701, before an officer authorized to take an oath and record the testimony, and that each bring to the above-described place of deposition, at that time, the documents described and delineated in the attached Subpoenas.

13. I declare, under the penalty of perjury, under the laws of the state of Idaho that the foregoing is true and correct.

EXECUTED this 12th day of August, 2003 at Boise, Idaho.



Gregory C. Tollefson

CHUCK WEDDE, dba POCATELLO CAB COMPANY, v.  
LEASECOMM CORPORATION and LOGANBERRY MERCHANT SERVICE,  
Case No. CVOC-02-01107 B.

**PROOF OF SERVICE**

I am a resident of the state of Idaho, I am over the age of 18 years, and I am not a party to this lawsuit. My business address is Steel Rives LLP, 101 S. Capitol Blvd, Suite 1900, Boise, Idaho 83702. On the date listed below, I served the following document(s):

**DECLARATION OF GREGORY C. TOLLEFSON TO TAKE  
DEPOSITION FOR USE IN OUT OF STATE ACTION**

\_\_\_\_\_ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth on the attached service list on this date before 5 p.m. Our facsimile machine reported the "send" as successful.

  X   by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Boise, Idaho, addressed as set forth below. I am readily familiar with the firm's practice of collecting and processing correspondence for mailing. According to that practice, items are deposited with the United States mail on that same day with postage thereon fully prepaid. I am aware that, on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing stated in the affidavit.

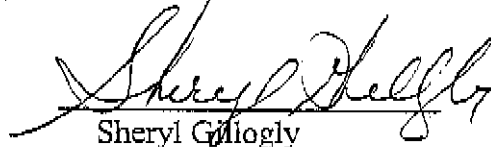
\_\_\_\_\_ by personally delivering the document(s) listed above to the person(s) at the address set forth below.

\_\_\_\_\_ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, deposited with Federal Express Corporation on the same date set out below in the ordinary course of business, that on the date set below, I caused to be served a true copy of the attached document(s).

Richard D. Vance  
ATTORNEY AT LAW  
845 W. Center, Suite C-2  
Pocatello, Idaho 83204

\_\_\_\_\_ (State) I declare on penalty of perjury under Idaho law that the above is true.

Dated: August 12, 2003

  
Sheryl Gillingly

**DECLARATION OF GREGORY C. TOLLEFSON TO TAKE DEPOSITION FOR USE  
IN OUT OF STATE ACTION [C.C.P. § 2029] - 5**

Boise-160462.1 0051523-00002

# **EXHIBIT A**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):		FOR COURT USE ONLY
Gregory C. Tollefson (State Bar No. 5463) Stoel Rives, LLP, 101 S. Capitol Blvd, Ste 1900, Boise, ID 83702		
TELEPHONE NO.: 208-389-9000	FAX NO.: 208-389-9040	
ATTORNEY FOR (Name): Leasecomm Corporation		
NAME OF COURT: Superior Court of CA, County of Orange		
STREET ADDRESS: 700 Civic Center Drive West		
MAILING ADDRESS:		
CITY AND ZIP CODE: Santa Ana, CA 92701		
BRANCH NAME: Central Justice Center (CJC)		
PLAINTIFF/PETITIONER: Chuck Wedde, dba Pocatello Cab Company		CASE NUMBER:
DEFENDANT/RESPONDENT: Leasecomm Corporation		
<b>DEPOSITION SUBPOENA</b> <b>For Personal Appearance and Production of Documents and Things</b>		

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone number of deponent, if known):  
 Rose Logan, c/o Cutting Edge Bank Card Services, 1342 Bell Ave. #3G, Tustin, CA 92780

1. YOU ARE ORDERED TO APPEAR IN PERSON TO TESTIFY AS A WITNESS in this action at the following date, time, and place:

Date: August 27, 2003      Time: 9:30 a.m.      Address: Cotkin, Collins & Ginsburg, 200 West Santa Ana Blvd. Ste 800, Santa Ana, CA 92701

- ☒ As a deponent who is not a natural person, you are ordered to designate one or more persons to testify on your behalf as to the matters described in Item 4. (Code Civ. Proc., § 2025, subd. (d)(6).)
  - You are ordered to produce the documents and things described in Item 3.
  - ☒ This deposition will be recorded stenographically ☐ through the instant visual display of testimony, and by ☒ audiotape ☒ videotape.
  - ☒ This videotape deposition is intended for possible use at trial under Code of Civil Procedure section 2025(u)(4).
- The personal attendance of the custodian or other qualified witness and the production of the original records are required by this subpoena. The procedure authorized by Evidence Code sections 1560(b), 1561, and 1562 will not be deemed sufficient compliance with this subpoena.
  - The documents and things to be produced and any testing or sampling being sought are described as follows:  
 Any items and documents relating to the subject matter of the complaint attached hereto as Exhibit A  
☒ Continued on Attachment 3.
  - If the witness is a representative of a business or other entity, the matters upon which the witness is to be examined are described as follows:  
☐ Continued on Attachment 4.
- IF YOU HAVE BEEN SERVED WITH THIS SUBPOENA AS A CUSTODIAN OF CONSUMER OR EMPLOYEE RECORDS UNDER CODE OF CIVIL PROCEDURE SECTION 1985.3 OR 1985.6 AND A MOTION TO QUASH OR AN OBJECTION HAS BEEN SERVED ON YOU, A COURT ORDER OR AGREEMENT OF THE PARTIES, WITNESSES, AND CONSUMER OR EMPLOYEE AFFECTED MUST BE OBTAINED BEFORE YOU ARE REQUIRED TO PRODUCE CONSUMER OR EMPLOYEE RECORDS.
  - At the deposition, you will be asked questions under oath. Questions and answers are recorded stenographically at the deposition; later they are transcribed for possible use at trial. You may read the written record and change any incorrect answers before you sign the deposition. You are entitled to receive witness fees and mileage actually traveled both ways. The money must be paid, at the option of the party giving notice of the deposition, either with service of this subpoena or at the time of the deposition.

**DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.**

Date issued:

(TYPE OR PRINT NAME)

(SIGNATURE OF PERSON ISSUING SUBPOENA)

(TITLE)

(Proof of service on reverse)



PLAINTIFF/PETITIONER: Chuck Wedde, dba Pocatello Cab Company	CASE NUMBER:
DEFENDANT/RESPONDENT: Leasecomm Corporation	CVOC-02-01107 B

**PROOF OF SERVICE OF DEPOSITION SUBPOENA FOR PERSONAL APPEARANCE  
AND PRODUCTION OF DOCUMENTS AND THINGS**

1. I served this *Deposition Subpoena for Personal Appearance and Production of Documents and Things* by personally delivering a copy to the person served as follows:

a. Person served (name):

b. Address where served:

c. Date of delivery:

d. Time of delivery:

e. Witness fees and mileage both ways (check one):

(1) ☐ were paid. Amount: ..... \$ \_\_\_\_\_

(2) ☐ were not paid.

(3) ☐ were tendered to the witness's  
public entity employer as  
required by Government Code  
section 68097.2. The amount  
tendered was (specify): ..... \$ \_\_\_\_\_

f. Fee for service: ..... \$ \_\_\_\_\_

2. I received this subpoena for service on (date):

3. Person serving:

a. ☐ Not a registered California process server.

b. ☐ California sheriff or marshal.

c. ☐ Registered California process server.

d. ☐ Employee or independent contractor of a registered California process server.

e. ☐ Exempt from registration under Business and Professions Code section 22350(b).

f. ☐ Registered professional photocopier.

g. ☐ Exempt from registration under Business and Professions Code section 22451.

h. Name, address, telephone number, and, if applicable, county of registration and number:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(For California sheriff or marshal use only)

I certify that the foregoing is true and correct.

Date:

▶

(SIGNATURE)

▶

(SIGNATURE)

Attachment #3

DOCUMENT REQUESTS

- 1) All documents received by you from Chuck Wedde, his attorney or any agent or other representative of Chuck Wedde which relate to the subject matter of the Complaint attached to this Subpoena as Exhibit A.
- 2) All documents relating to any business relationship or transaction you may have had with Mr. Wedde at any time.
- 3) Any documents or electronic data evidencing communications you may have had with Mr. Wedde, whether by facsimile, electronic mail, voice communications or otherwise.
- 4) Any business records documenting, referring or relating to any negotiations or any communications you may have had with Mr. Wedde.
- 5) Any documentation evidencing your affiliation and/or ownership and/or right of control with regard to the business entity Loganberry Merchant Service.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Gregory C. Tollefson (State Bar No. 5463) Steel Rives, LLP, 101 S. Capitol Blvd, Ste 1900, Boise, ID 83702 TELEPHONE NO.: 208-389-9000 FAX NO.: 208-389-9040 ATTORNEY FOR (Name): Leasecomm Corporation	FOR COURT USE ONLY
NAME OF COURT: Superior Court of CA, County of Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center (CJC)	
PLAINTIFF/ PETITIONER: Chuck Wedde, dba Pocatello Cab Company DEFENDANT/ RESPONDENT: Leasecomm Corporation	
<b>DEPOSITION SUBPOENA</b> <b>For Personal Appearance and Production of Documents and Things</b>	CASE NUMBER:

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone number of deponent, if known):  
 Garrett Logan, c/o Cutting Edge Bank Card Services, 1342 Bell Ave. #3G, Tustin, CA 92780

1. YOU ARE ORDERED TO APPEAR IN PERSON TO TESTIFY AS A WITNESS in this action at the following date, time, and place:

Date: August 27, 2003 Time: 1:30 p.m. Address: Cotkin, Collins & Ginsburg, 200 West Santa Ana Blvd. Ste 800. Santa Ana, CA 92701

- ☒ As a deponent who is not a natural person, you are ordered to designate one or more persons to testify on your behalf as to the matters described in item 4. (Code Civ. Proc., § 2025, subd. (d)(6).)
  - You are ordered to produce the documents and things described in item 3.
  - ☒ This deposition will be recorded stenographically ☐ through the instant visual display of testimony, and by ☒ audiotape ☒ videotape.
  - ☒ This videotape deposition is intended for possible use at trial under Code of Civil Procedure section 2025(u)(4).
2. The personal attendance of the custodian or other qualified witness and the production of the original records are required by this subpoena. The procedure authorized by Evidence Code sections 1560(b), 1561, and 1562 will not be deemed sufficient compliance with this subpoena.
3. The documents and things to be produced and any testing or sampling being sought are described as follows:  
 Any items and documents relating to the subject matter of the complaint attached hereto as Exhibit A
- ☒ Continued on Attachment 3.
4. If the witness is a representative of a business or other entity, the matters upon which the witness is to be examined are described as follows:  
☐ Continued on Attachment 4.
5. IF YOU HAVE BEEN SERVED WITH THIS SUBPOENA AS A CUSTODIAN OF CONSUMER OR EMPLOYEE RECORDS UNDER CODE OF CIVIL PROCEDURE SECTION 1985.3 OR 1985.6 AND A MOTION TO QUASH OR AN OBJECTION HAS BEEN SERVED ON YOU, A COURT ORDER OR AGREEMENT OF THE PARTIES, WITNESSES, AND CONSUMER OR EMPLOYEE AFFECTED MUST BE OBTAINED BEFORE YOU ARE REQUIRED TO PRODUCE CONSUMER OR EMPLOYEE RECORDS.
6. At the deposition, you will be asked questions under oath. Questions and answers are recorded stenographically at the deposition; later they are transcribed for possible use at trial. You may read the written record and change any incorrect answers before you sign the deposition. You are entitled to receive witness fees and mileage actually traveled both ways. The money must be paid, at the option of the party giving notice of the deposition, either with service of this subpoena or at the time of the deposition.

**DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.**

Date issued:

(TYPE OR PRINT NAME)

(SIGNATURE OF PERSON ISSUING SUBPOENA)

(TITLE)

(Proof of service on reverse)

PLAINTIFF/PETITIONER: Chuck Wedde, dba Pocatello Cab Company	CASE NUMBER: CVOC-02-01107 B
DEFENDANT/RESPONDENT: Leasecomm Corporation	

**PROOF OF SERVICE OF DEPOSITION SUBPOENA FOR PERSONAL APPEARANCE  
AND PRODUCTION OF DOCUMENTS AND THINGS**

1. I served this *Deposition Subpoena for Personal Appearance and Production of Documents and Things* by personally delivering a copy to the person served as follows:
  - a. Person served (*name*):
  - b. Address where served:
  - c. Date of delivery:
  - d. Time of delivery:
  - e. Witness fees and mileage both ways (*check one*):
    - (1) ☐ were paid. Amount: ..... \$ \_\_\_\_\_
    - (2) ☐ were not paid.
    - (3) ☐ were tendered to the witness's  
public entity employer as  
required by Government Code  
section 68097.2. The amount  
tendered was (*specify*): ..... \$ \_\_\_\_\_
  - f. Fee for service: ..... \$ \_\_\_\_\_
2. I received this subpoena for service on (*date*):
3. Person serving:
  - a. ☐ Not a registered California process server.
  - b. ☐ California sheriff or marshal.
  - c. ☐ Registered California process server.
  - d. ☐ Employee or independent contractor of a registered California process server.
  - e. ☐ Exempt from registration under Business and Professions Code section 22350(b).
  - f. ☐ Registered professional photocopier.
  - g. ☐ Exempt from registration under Business and Professions Code section 22451.
  - n. Name, address, telephone number, and, if applicable, county of registration and number:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

\_\_\_\_\_  
(SIGNATURE)

(For California sheriff or marshal use only)  
I certify that the foregoing is true and correct.

Date:

\_\_\_\_\_  
(SIGNATURE)

Attachment #3

DOCUMENT REQUESTS

- 1) All documents received by you from Chuck Wedde, his attorney or any agent or other representative of Chuck Wedde which relate to the subject matter of the Complaint attached to this Subpoena as Exhibit A.
- 2) All documents relating to any business relationship or transaction you may have had with Mr. Wedde at any time.
- 3) Any documents or electronic data evidencing communications you may have had with Mr. Wedde, whether by facsimile, electronic mail, voice communications or otherwise.
- 4) Any business records documenting, referring or relating to any negotiations or any communications you may have had with Mr. Wedde.
- 5) Any documentation evidencing your affiliation and/or ownership and/or right of control with regard to the business entity Loganberry Merchant Service.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):		FOR COURT USE ONLY
Gregory C. Tollefson (State Bar No. 5463) Steel Rives, LLP, 101 S. Capitol Blvd, Ste 1900, Boise, ID 83702		
TELEPHONE NO.: 208-389-9000	FAX NO.: 208-389-9040	
ATTORNEY FOR (Name): Leasecomm Corporation		
NAME OF COURT: Superior Court of CA, County of Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center (CJC)		
PLAINTIFF/PETITIONER: Chuck Wedde, dba Pocatello Cab Company		CASE NUMBER:
DEFENDANT/RESPONDENT: Leasecomm Corporation		
<b>DEPOSITION SUBPOENA</b> <b>For Personal Appearance and Production of Documents and Things</b>		

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone number of deponent, if known):

Representative of Loganberry Merchant Service, c/o Cutting Edge Bank Card Services, 1342 Bell Ave. #3G, Tustin, CA 92780

1. YOU ARE ORDERED TO APPEAR IN PERSON TO TESTIFY AS A WITNESS in this action at the following date, time, and place:

Date: August 27, 2003 Time: 3:30 p.m. Address: Cotkin, Collins & Ginsburg, 200 West Santa Ana Blvd, Ste 800, Santa Ana, CA 92701

- ☒ As a deponent who is not a natural person, you are ordered to designate one or more persons to testify on your behalf as to the matters described in item 4. (Code Civ. Proc., § 2025, subd. (d)(6).)
  - You are ordered to produce the documents and things described in item 3.
  - ☒ This deposition will be recorded stenographically ☐ through the instant visual display of testimony, and by ☒ audiotape ☒ videotape.
  - ☒ This videotape deposition is intended for possible use at trial under Code of Civil Procedure section 2025(u)(4).
- The personal attendance of the custodian or other qualified witness and the production of the original records are required by this subpoena. The procedure authorized by Evidence Code sections 1560(b), 1561, and 1562 will not be deemed sufficient compliance with this subpoena.
  - The documents and things to be produced and any testing or sampling being sought are described as follows:  
Any items and documents relating to the subject matter of the complaint attached hereto as Attachment #4  
☐ Continued on Attachment 3.
  - If the witness is a representative of a business or other entity, the matters upon which the witness is to be examined are described as follows:  
☒ Continued on Attachment 4.
- IF YOU HAVE BEEN SERVED WITH THIS SUBPOENA AS A CUSTODIAN OF CONSUMER OR EMPLOYEE RECORDS UNDER CODE OF CIVIL PROCEDURE SECTION 1985.3 OR 1985.6 AND A MOTION TO QUASH OR AN OBJECTION HAS BEEN SERVED ON YOU, A COURT ORDER OR AGREEMENT OF THE PARTIES, WITNESSES, AND CONSUMER OR EMPLOYEE AFFECTED MUST BE OBTAINED BEFORE YOU ARE REQUIRED TO PRODUCE CONSUMER OR EMPLOYEE RECORDS.
  - At the deposition, you will be asked questions under oath. Questions and answers are recorded stenographically at the deposition; later they are transcribed for possible use at trial. You may read the written record and change any incorrect answers before you sign the deposition. You are entitled to receive witness fees and mileage actually traveled both ways. The money must be paid, at the option of the party giving notice of the deposition, either with service of this subpoena or at the time of the deposition.

**DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.**

Date issued:

(TYPE OR PRINT NAME)

(SIGNATURE OF PERSON ISSUING SUBPOENA)

(TITLE)

(Proof of service on reverse)

PLAINTIFF/PETITIONER: Chuck Wedde, dba Pocatello Cab Company	CASE NUMBER: CVOC-02-01107 B
DEFENDANT/RESPONDENT: Leasecomm Corporation	

**PROOF OF SERVICE OF DEPOSITION SUBPOENA FOR PERSONAL APPEARANCE  
AND PRODUCTION OF DOCUMENTS AND THINGS**

1. I served this *Deposition Subpoena for Personal Appearance and Production of Documents and Things* by personally delivering a copy to the person served as follows:

a. Person served (name):

b. Address where served:

c. Date of delivery:

d. Time of delivery:

e. Witness fees and mileage both ways (check one):

(1) ☐ were paid. Amount: ..... \$ \_\_\_\_\_

(2) ☐ were not paid.

(3) ☐ were tendered to the witness's  
public entity employer as  
required by Government Code  
section 68097.2. The amount  
tendered was (specify): ..... \$ \_\_\_\_\_

f. Fee for service: ..... \$ \_\_\_\_\_

2. I received this subpoena for service on (date):

3. Person serving:

a. ☐ Not a registered California process server.

b. ☐ California sheriff or marshal.

c. ☐ Registered California process server.

d. ☐ Employee or independent contractor of a registered California process server.

e. ☐ Exempt from registration under Business and Professions Code section 22350(b).

f. ☐ Registered professional photocopier.

g. ☐ Exempt from registration under Business and Professions Code section 22451.

h. Name, address, telephone number, and, if applicable, county of registration and number:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(For California sheriff or marshal use only)

I certify that the foregoing is true and correct.

Date:

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)

Attachment #4

DOCUMENT REQUESTS

- 1) All documents received by you from Chuck Wedde, his attorney or any agent or other representative of Chuck Wedde which relate to the subject matter of the Complaint attached to this Subpoena as Exhibit A.
- 2) All documents relating to any business relationship or transaction you may have had with Mr. Wedde at any time.
- 3) Any documents or electronic data evidencing communications you may have had with Mr. Wedde, whether by facsimile, electronic mail, voice communications or otherwise.
- 4) Any business records documenting, referring or relating to any negotiations or any communications you may have had with Mr. Wedde.
- 5) Any documentation evidencing your affiliation and/or ownership and/or right of control with regard to the business entity Loganberry Merchant Service.





Gregory C. Tollefson (ISB #5463)  
STOEL RIVES LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958  
Telephone: (208) 389-9000  
Fax Number: (208) 389-9040  
gctollefson@stoel.com

Attorneys for Defendant Leasecomm Corporation

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCATELLO  
CAB COMPANY,

Plaintiff,

v.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,

Defendant.

Case No. CVOC-02-01107 B

**NOTICE OF DEPOSITION DUCES  
TECUM OF ROSE LOGAN**

To: ROSE LOGAN  
c/o Cutting Edge Bank Card Services  
1342 Bell Ave. #3G  
Tustin, CA 92780

Please take notice that, pursuant to Rules 26 and 30 of the Idaho Rules of Civil Procedure, Defendant Leasecomm will take the deposition of Rose Logan on Wednesday, August 27, 2003, commencing at 9:30 a.m. at the offices of Cotkin, Collins & Ginsburg, 200 West Santa Ana Boulevard, Suite 800 Santa Ana, California 92701, before an officer authorized by the laws of the State of California to administer oaths transcribed by stenographic means. Defendant will record the deposition by audiovisual means.

You are also commanded to bring with you a copy of the documents and things in your possession, custody, or control related to the subject lawsuit, including but not limited to all documents related to allegations made in the Complaint attached hereto as Exhibit A.

You are further notified that if you fail to appear at the place and time specified above, that you may be held in contempt and that the aggrieved party may recover from you monetary penalties and all damages which the party may sustain by your failure to attend as a witness.

DATED this 12<sup>th</sup> day of August, 2003.

STOEL RIVES LLP

By: 

\_\_\_\_\_  
Gregory C. Tollefson  
Attorney for Defendant Leasecomm

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12<sup>th</sup> day of August, 2003, I caused to be served the foregoing **Notice of Deposition Duces Tecum of Rose Logan**, upon the following in the manner indicated:

Richard D. Vance  
ATTORNEY AT LAW  
845 W. Center, Suite C-2  
Pocatello, Idaho 83204

☒ Via U.S. Mail  
☒ Via Facsimile  
☐ Via Overnight Mail  
☐ Via Hand Delivery

Barkley Court Reporting  
2201 DuPont Drive, Suite 150  
Irvine, CA 92612  
Phone: (949) 955-0400  
Fax: (949) 955-1706  
(real time reporter is requested)

☒ Via U.S. Mail  
☒ Via Facsimile  
☐ Via Overnight Mail  
☐ Via Hand Delivery

By:

  
Gregory C. Tollefson

# **EXHIBIT A**

RICHARD D. VANCE  
*Attorney at Law*  
845 W. Center, Suite C-2  
Pocatello, ID 83204  
(208) 232-5041  
FAX (208) 232-8001

FILED  
LARRY W. CHAN  
CLERK OF COURT  
2002 MAY 30 PM 2 29  
BY \_\_\_\_\_  
DEPUTY CLERK

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba  
POCATELLO CAB COMPANY

Plaintiff,

vs.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE

Defendants.

Case No.

CVOC-02-01107B

COMPLAINT AND DEMAND  
FOR JURY TRIAL

COMES NOW Plaintiff and complains and alleges as against Defendants as follows:

1. That at all times herein mentioned Plaintiff was and is a resident of the state of Idaho.
2. That at all times herein mentioned Plaintiff has been in business in the state of Idaho.
3. That at all times herein mentioned Defendants were doing business in the state of Idaho.
4. That on or about October 20, 1997, Plaintiff was involved in negotiations with Defendants for the purchase (lease) of a credit card machine.
5. That at some time during these negotiations Plaintiff decided not to work with Loganberry and instructed them to end all negotiations and also indicated that he

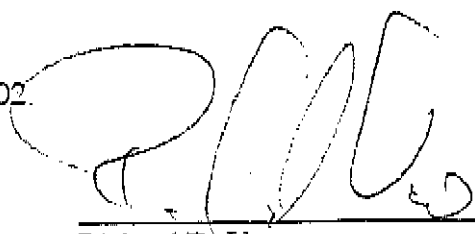
did not wish to enter into a contract with them.

6. That shortly after Plaintiff's decision, someone from Loganberry forged Mr. Wedde's name to the contract without Plaintiff's knowledge.
7. That Leasecomm finances loan instruments for Loganberry and was told on numerous occasions by Plaintiff that he did not sign such a contract and that he believed the contract was forged by Loganberry.
8. That in May of 1998, Mr. Wedde contacted a Master Graphoanalyst, Linda L. Echo. Ms. Echo came to the determination that the signature on such contract was in fact forged.
9. That Leasecomm refused to work with Plaintiff, and instead, took certain actions to indicate on Plaintiff's credit report that he defaulted on the contract.
10. That since such time Plaintiff has been unable to obtain financing and has suffered economic loss.

WHEREFORE Plaintiff prays for relief as follows:

1. That this Court order that Defendants are responsible for Plaintiff's damages.
2. That this Court order that Defendants compensate Plaintiff for his damages in a monetary amount.
3. That this Court order that Defendants pay Plaintiff's costs and reasonable attorneys fees.
4. That this Court award any other compensation that is just under the circumstances of this matter.


DATED this 20 day of February, 2002.

  
Richard D. Vance

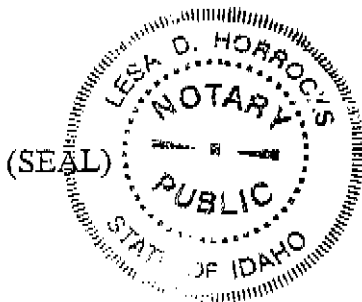
VERIFICATION

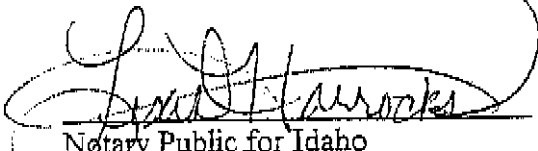
STATE OF IDAHO                    )  
  :SS  
County of Bannock            )

Chuck Wedde, being first duly sworn upon oath, deposes and states that he is the Plaintiff in the above-entitled matter, that he has read the foregoing, and that the facts therein stated are true as he verily believes to the best of his information and belief.

  
\_\_\_\_\_  
Chuck Wedde

SUBSCRIBED AND SWORN to before me this 20<sup>th</sup> day of March, 2002.



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Pocatello  
My Commission expires: 9/14/2005



Gregory C. Tollefson (ISB #5463)  
STOEL RIVES LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958  
Telephone: (208) 389-9000  
Fax Number: (208) 389-9040  
gctollefson@stoel.com

Attorneys for Defendant Leasecomm Corporation

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCATELLO  
CAB COMPANY,

Plaintiff,

v.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,

Defendant.

Case No. CVOC-02-01107 B

**NOTICE OF DEPOSITION DUCES  
TECUM OF GARRETT LOGAN**

To: GARRETT LOGAN  
c/o Cutting Edge Bank Card Services  
1342 Bell Ave. #3G  
Tustin, CA 92780

Please take notice that, pursuant to Rules 26 and 30 of the Idaho Rules of Civil Procedure, Defendant Leasecomm will take the deposition of Garrett Logan on Wednesday, August 27, 2003, commencing at 1:30 p.m. at the offices of Cotkin, Collins & Ginsburg, 200 West Santa Ana Boulevard, Suite 800 Santa Ana, California 92701, before an officer authorized by the laws of the State of California to administer oaths transcribed by stenographic means. Defendant will record the deposition by audiovisual means.

You are also commanded to bring with you a copy of the documents and things in your possession, custody, or control related to the subject lawsuit, including but not limited to all documents related to allegations made in the Complaint attached hereto as Exhibit A.

You are further notified that if you fail to appear at the place and time specified above, that you may be held in contempt and that the aggrieved party may recover from you monetary penalties and all damages which the party may sustain by your failure to attend as a witness.

DATED this 12<sup>th</sup> day of August, 2003.

STOEL RIVES LLP

By: 

Gregory C. Tollefson  
Attorney for Defendant Leasecomm

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12<sup>th</sup> day of August, 2003, I caused to be served the foregoing Notice of Deposition Duces Tecum of Garrett Logan, upon the following in the manner indicated:


Richard D. Vance  
ATTORNEY AT LAW  
845 W. Center, Suite C-2  
Pocatello, Idaho 83204

☒ Via U.S. Mail  
☒ Via Facsimile  
☐ Via Overnight Mail  
☐ Via Hand Delivery

Barkley Court Reporting  
2201 DuPont Drive, Suite 150  
Irvine, CA 92612  
Phone: (949) 955-0400  
Fax: (949) 955-1706  
(real time reporter is requested)

☒ Via U.S. Mail  
☒ Via Facsimile  
☐ Via Overnight Mail  
☐ Via Hand Delivery

By:

  
Gregory C. Tollefson

# **EXHIBIT A**

RICHARD D. VANCE  
*Attorney at Law*  
845 W. Center, Suite C-2  
Pocatello, ID 83204  
(208) 232-5041  
FAX (208) 232-8001

FILED  
LARRY W. CHAN  
CLERK OF COURT  
2002 MAY 30 PM 2 29  
BY \_\_\_\_\_  
DEPUTY CLERK

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba  
POCATELLO CAB COMPANY

Plaintiff,

vs.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE

Defendants.

Case No.

CVOC-02-01107B

COMPLAINT AND DEMAND  
FOR JURY TRIAL

COMES NOW Plaintiff and complains and alleges as against Defendants as follows:

1. That at all times herein mentioned Plaintiff was and is a resident of the state of Idaho.
2. That at all times herein mentioned Plaintiff has been in business in the state of Idaho.
3. That at all times herein mentioned Defendants were doing business in the state of Idaho.
4. That on or about October 20, 1997, Plaintiff was involved in negotiations with Defendants for the purchase (lease) of a credit card machine.
5. That at some time during these negotiations Plaintiff decided not to work with Loganberry and instructed them to end all negotiations and also indicated that he

did not wish to enter into a contract with them.

6. That shortly after Plaintiff's decision, someone from Loganberry forged Mr. Wedde's name to the contract without Plaintiff's knowledge.
7. That Leasecomm finances loan instruments for Loganberry and was told on numerous occasions by Plaintiff that he did not sign such a contract and that he believed the contract was forged by Loganberry.
8. That in May of 1998, Mr. Wedde contacted a Master Graphoanalyst, Linda L. Echo. Ms. Echo came to the determination that the signature on such contract was in fact forged.
9. That Leasecomm refused to work with Plaintiff, and instead, took certain actions to indicate on Plaintiff's credit report that he defaulted on the contract.
10. That since such time Plaintiff has been unable to obtain financing and has suffered economic loss.

WHEREFORE Plaintiff prays for relief as follows:

1. That this Court order that Defendants are responsible for Plaintiff's damages.
2. That this Court order that Defendants compensate Plaintiff for his damages in a monetary amount.
3. That this Court order that Defendants pay Plaintiff's costs and reasonable attorneys fees.
4. That this Court award any other compensation that is just under the circumstances of this matter.

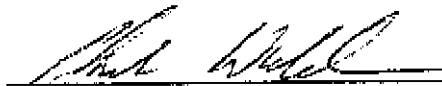
DATED this 20 day of <sup>March</sup> ~~February~~, 2002.

  
Richard D. Vance

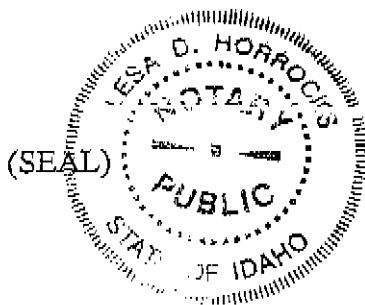
VERIFICATION


STATE OF IDAHO                    )  
  )SS  
County of Bannock            )

Chuck Wedde, being first duly sworn upon oath, deposes and states that he is the Plaintiff in the above-entitled matter, that he has read the foregoing, and that the facts therein stated are true as he verily believes to the best of his information and belief.

  
\_\_\_\_\_  
Chuck Wedde

SUBSCRIBED AND SWORN to before me this 20<sup>th</sup> day of March, 2002.



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Pocatello  
My Commission expires: 9/16/2005

Gregory C. Tollefson (ISB #5463)  
STOEL RIVES LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958  
Telephone: (208) 389-9000  
Fax Number: (208) 389-9040  
gctollefson@stoel.com

Attorneys for Defendant Leasecomm Corporation

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCATELLO  
CAB COMPANY,

Plaintiff,

v.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,

Defendant.

Case No. CVOC-02-01107 B

**NOTICE OF 30(B)(6) DEPOSITION  
DUCES TECUM OF REPRESENTATIVE  
of LOGANBERRY MERCHANT  
SERVICE**

To: Loganberry Merchant Service  
c/o Cutting Edge Bank Card Services, and/or Rose Logan, and/or Garrett Logan  
1342 Bell Ave. #3G  
Tustin, CA 92780

YOU ARE HEREBY NOTIFIED that, pursuant to Rule 30(b)(6) of the Idaho Rules of Civil Procedure, Defendant Leasecomm Corporation, will take the deposition of Loganberry Merchant Service ("Loganberry"), through one or more of its officers, directors, managing agents, former owner(s), or other person(s). The deposition will be on Wednesday, August 27, 2003, commencing at 3:30 p.m. at the offices of Cotkin, Collins & Ginsburg, 200 West Santa Ana Boulevard, Suite 800 Santa Ana, California 92701, before an officer authorized by the laws of the State of California to administer oaths transcribed by stenographic means. Defendant will additionally record the deposition by audiovisual means.

**NOTICE OF DEPOSITION DUCES TECUM OF REPRESENTATIVE OF  
LOGANBERRY MERCHANT SERVICE - 1**

Boise-160470.1 0051523-00002



The deposition will cover the following matters. Terms not specifically defined shall be given their ordinary meaning.

### INSTRUCTIONS

These Requests relate and pertain to any and all documents, tangible items and information in the possession, care, control or custody of Loganberry Merchant Service ("Loganberry"), any principal, agent, servant, employee or representative of Loganberry, Loganberry's counsel or any other agent, servant, employer (including Plaintiff Chuck Wedde), employee or representative counsel for Loganberry or Plaintiff.

The words "document" and "documents" mean and shall include every writing or record of any kind and description in your possession, custody or control, including without limitation, memoranda, notes, correspondence, complete charts, studies, pamphlets, books, voice recordings, videotape recordings, photographs, drawings, minutes, diaries, reports, analyses, calculation sheets, worksheets, invoices, bills, account books and ledgers, charts and graphs, statistical data and surveys, data processing files and other computer readable records or program (and information or assistance sufficient to enable translation thereof) and all other data compilations from which information can be obtained, and translated if necessary. Whenever a copy of a writing or record that is requested to be produced bears any writing or notation that does not appear on the original, each such copy should also be produced.

As used herein, the terms "you" or "your" shall mean Loganberry and shall include counsel, experts, and representatives.

The term "Chuck Wedde" shall mean Plaintiff, his agents, representatives, experts and counsel.

As used herein, the term "communication" means any contact, oral or written, formal or informal, at any time or place and under any circumstances, whatsoever, whereby information of any nature was recorded, transmitted, or transferred.

As used herein, the term "oral communication" means any words heard or spoken, regardless of whether designated "confidential," "privileged" or otherwise, and includes, without limitation, words spoken at any meeting, discussion, speech or in any conversation, including any telephone conversation.

### **TOPICS FOR 30(b)(6) DEPOSITION OF LOGANBERRY**

Loganberry is hereby requested and required, pursuant to Rule 30(b)(6) of the Idaho Rules of Civil Procedure, to designate and produce one or more officers, directors, managing agents, former owner(s) or other person(s) to testify to matters known or reasonably available to Loganberry on the matters set forth below. If Loganberry does not have, or no longer employs,

**NOTICE OF DEPOSITION DUCES TECUM OF REPRESENTATIVE OF  
LOGANBERRY MERCHANT SERVICE - 2**

anyone knowledgeable about the designated matters, it is required to prepare a representative (using documents, former employees, or other sources) to testify at the deposition.

1. The origination and nature of the business relationship between Charles F. "Chuck" Wedde and Loganberry.
2. The circumstances surrounding and leading to the acquisition by Cutting Edge Bank Card Services ("Cutting Edge") of Loganberry.
3. The terms and conditions of any and all agreements, written or oral, that Cutting Edge Bank Card Services entered into Loganberry.
4. Cutting Edge's inheritance of Loganberry's obligations, if any, upon Cutting Edge's acquisition of Loganberry.
5. The circumstances surrounding and leading up to execution of the Non-Cancellable Lease Equipment Agreement between Wedde and Leasecomm Corporation.
6. The negotiations surrounding and leading up to execution of the Non-Cancellable Lease Equipment Agreement between Wedde and Leasecomm Corporation.
7. Knowledge of any amount owing by Wedde to Leasecomm Corporation.
8. Knowledge of any chargeback to Loganberry by Leasecomm Corporation.

**You are further commanded to bring with you to your deposition the items and documents listed below:**

#### **DOCUMENT REQUESTS**

- 1) All documents received by Loganberry from Chuck Wedde, his attorney or any agent or other representative of Chuck Wedde which relate to the subject matter of the Complaint attached to this Notice as Exhibit A.
- 2) All documents relating to any business relationship or transaction Loganberry may have had with Mr. Wedde at any time.

**NOTICE OF DEPOSITION DUCES TECUM OF REPRESENTATIVE OF  
LOGANBERRY MERCHANT SERVICE - 3**

Boise-160470.1 0051523-00002

- 3) Any documents or electronic data evidencing communications Loganberry may have had with Mr. Wedde, whether by facsimile, electronic mail, voice communications or otherwise.
- 4) Any business records documenting, referring or relating to any negotiations or any communications Loganberry may have had with Mr. Wedde.
- 5) Any documentation evidencing the business structure of Loganberry, including who owned, originated, founded, controlled or otherwise held authority with regard to Loganberry.
- 6) Any documentation regarding the business formation and/or registration of Loganberry.
- 7) Any documentation regarding the dissolution, termination, merger or otherwise the end of Loganberry, including but not limited to the transfer of any assets of Loganberry, and whether there was any successor to the assets and/or liabilities of Loganberry.

You are also commanded to bring with you a copy of the documents and things in your possession, custody, or control related to the subject lawsuit, including but not limited to all documents related to allegations made in the Complaint attached hereto as Exhibit A.

You are further notified that if you fail to appear at the place and time specified above, that you may be held in contempt and that the aggrieved party may recover from you monetary penalties and all damages which the party may sustain by your failure to attend as a witness.

DATED this 27th day of August, 2003.

STOEL RIVES LLP

By: 

Gregory C. Tollefson  
Attorney for Defendant Leasecomm

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2<sup>nd</sup> day of August, 2003, I caused to be served the foregoing **Notice of Deposition Duces Tecum of Representative of Loganberry Merchant Service**, upon the following in the manner indicated:

Richard D. Vance  
ATTORNEY AT LAW  
845 W. Center, Suite C-2  
Pocatello, Idaho 83204

☒ Via U.S. Mail  
☒ Via Facsimile  
☐ Via Overnight Mail  
☐ Via Hand Delivery

Barkley Court Reporting  
2201 DuPont Drive, Suite 150  
Irvine, CA 92612  
Phone: (949) 955-0400  
Fax: (949) 955-1706  
(real time reporter is requested)

☒ Via U.S. Mail  
☒ Via Facsimile  
☐ Via Overnight Mail  
☐ Via Hand Delivery

By: 

Gregory C. Tollefson

# **EXHIBIT A**

RICHARD D. VANCE  
Attorney at Law  
845 W. Center, Suite C-2  
Pocatello, ID 83204  
(208) 232-5041  
FAX (208) 232-8001

FILED  
LARRY W. GHAN  
CLERK OF COURT  
2002 MAY 30 PM 2 29  
BY \_\_\_\_\_  
DEPUTY CLERK

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba  
POCATELLO CAB COMPANY

Plaintiff,

vs.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE

Defendants.

Case No.

COMPLAINT AND DEMAND  
FOR JURY TRIAL

COMES NOW Plaintiff and complains and alleges as against Defendants as follows:

1. That at all times herein mentioned Plaintiff was and is a resident of the state of Idaho.
2. That at all times herein mentioned Plaintiff has been in business in the state of Idaho.
3. That at all times herein mentioned Defendants were doing business in the state of Idaho.
4. That on or about October 20, 1997, Plaintiff was involved in negotiations with Defendants for the purchase (lease) of a credit card machine.
5. That at some time during these negotiations Plaintiff decided not to work with Loganberry and instructed them to end all negotiations and also indicated that he

did not wish to enter into a contract with them.

6. That shortly after Plaintiff's decision, someone from Loganberry forged Mr. Wedde's name to the contract without Plaintiff's knowledge.
7. That Leasecomm finances loan instruments for Loganberry and was told on numerous occasions by Plaintiff that he did not sign such a contract and that he believed the contract was forged by Loganberry.
8. That in May of 1998, Mr. Wedde contacted a Master Graphoanalyst, Linda L. Echo. Ms. Echo came to the determination that the signature on such contract was in fact forged.
9. That Leasecomm refused to work with Plaintiff, and instead, took certain actions to indicate on Plaintiff's credit report that he defaulted on the contract.
10. That since such time Plaintiff has been unable to obtain financing and has suffered economic loss.

WHEREFORE Plaintiff prays for relief as follows:

1. That this Court order that Defendants are responsible for Plaintiff's damages.
2. That this Court order that Defendants compensate Plaintiff for his damages in a monetary amount.
3. That this Court order that Defendants pay Plaintiff's costs and reasonable attorneys fees.
4. That this Court award any other compensation that is just under the circumstances of this matter.


DATED this 22 day of <sup>March</sup> ~~February~~, 2002.

  
Richard D. Vance

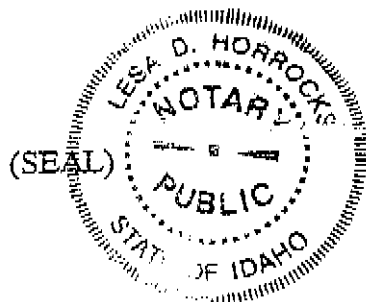
VERIFICATION


STATE OF IDAHO                    )  
  :SS  
County of Bannock            )

Chuck Wedde, being first duly sworn upon oath, deposes and states that he is the Plaintiff in the above-entitled matter, that he has read the foregoing, and that the facts therein stated are true as he verily believes to the best of his information and belief.

  
\_\_\_\_\_  
Chuck Wedde

SUBSCRIBED AND SWORN to before me this 20<sup>th</sup> day of March, 2002.



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Pocatello  
My Commission expires: 9/14/2005



# **EXHIBIT B**

RICHARD D. VANCE  
*Attorney at Law*  
845 W. Center, Suite C-2  
Pocatello, ID 83204  
(208) 232-5041  
FAX (208) 232-8001

FILED  
LARRY W. GHAN  
CLERK OF COURT  
2002 MAY 30 PM 2 29  
BY \_\_\_\_\_  
DEPUTY CLERK

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba  
POCATELLO CAB COMPANY

Plaintiff,

vs.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE

Defendants.

Case No. *CVOC-02-01107B*

COMPLAINT AND DEMAND  
FOR JURY TRIAL

COMES NOW Plaintiff and complains and alleges as against Defendants as follows:

1. That at all times herein mentioned Plaintiff was and is a resident of the state of Idaho.
2. That at all times herein mentioned Plaintiff has been in business in the state of Idaho.
3. That at all times herein mentioned Defendants were doing business in the state of Idaho.
4. That on or about October 20, 1997, Plaintiff was involved in negotiations with Defendants for the purchase (lease) of a credit card machine.
5. That at some time during these negotiations Plaintiff decided not to work with Loganberry and instructed them to end all negotiations and also indicated that he

did not wish to enter into a contract with them.

6. That shortly after Plaintiff's decision, someone from Loganberry forged Mr. Wedde's name to the contract without Plaintiff's knowledge.
7. That Leasecomm finances loan instruments for Loganberry and was told on numerous occasions by Plaintiff that he did not sign such a contract and that he believed the contract was forged by Loganberry.
8. That in May of 1998, Mr. Wedde contacted a Master Graphoanalyst, Linda L. Echo. Ms. Echo came to the determination that the signature on such contract was in fact forged.
9. That Leasecomm refused to work with Plaintiff, and instead, took certain actions to indicate on Plaintiff's credit report that he defaulted on the contract.
10. That since such time Plaintiff has been unable to obtain financing and has suffered economic loss.

WHEREFORE Plaintiff prays for relief as follows:

1. That this Court order that Defendants are responsible for Plaintiff's damages.
2. That this Court order that Defendants compensate Plaintiff for his damages in a monetary amount.
3. That this Court order that Defendants pay Plaintiff's costs and reasonable attorneys fees.
4. That this Court award any other compensation that is just under the circumstances of this matter.


DATED this 20 day of February, 2002.

  
Richard D. Vance

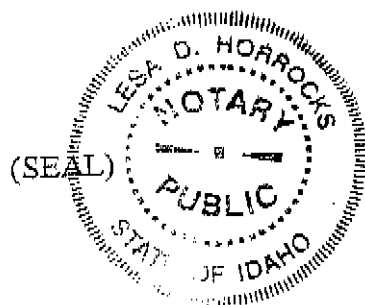
VERIFICATION

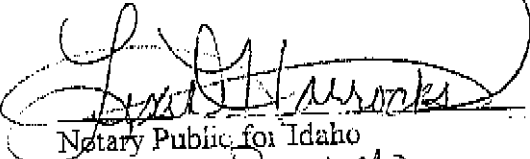
STATE OF IDAHO                    )  
  :SS  
County of Bannock                )

Chuck Wedde, being first duly sworn upon oath, deposes and states that he is the Plaintiff in the above-entitled matter, that he has read the foregoing, and that the facts therein stated are true as he verily believes to the best of his information and belief.

  
\_\_\_\_\_  
Chuck Wedde

SUBSCRIBED AND SWORN to before me this 20<sup>th</sup> day of March, 2002.



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Pocatello  
My Commission expires: 9/14/2005

Gregory C. Tollefson (ISB #5463)  
STOEL RIVES LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958  
Telephone: (208) 389-9000  
Fax Number: (208) 389-9040  
gctollefson@stoel.com

Attorneys for Defendant, Leasecomm Corporation

DEC 31 2002

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCATELLO  
CAB COMPANY,

Plaintiff,

v.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,

Defendant.

Case No. CVOC-02-01107 B

**DEFENDANT LEASECOMM'S  
ANSWER TO COMPLAINT AND  
AFFIRMATIVE DEFENSES**

In response to Plaintiff's May 30, 2002 Complaint and Demand for Jury Trial, Defendant Leasecomm admits, denies and alleges as follows:

Defendant Leasecomm denies all of the allegations in the Complaint which are not expressly admitted below.

1. In response to paragraph 1, Defendant Leasecomm is without information or knowledge sufficient to form a belief as to whether Plaintiff was and is a resident of Idaho at all times as mentioned therein. Other than as specifically admitted, Defendant Leasecomm denies the allegations as set forth in paragraph 1 of the Complaint.

COPY

2. In response to paragraph 2, Defendant Leasecomm is without information or knowledge sufficient to form a belief as to whether Plaintiff has been in business in the state of Idaho at all times as mentioned therein. Other than as specifically admitted, Defendant Leasecomm denies the allegations as set forth in paragraph 2 of the Complaint.
3. In response to paragraph 3, Defendant Leasecomm admits that it is licensed to do business in the state of Idaho and that, in its role as a finance lessor, Defendant Leasecomm provided lease financing to Plaintiff after Defendant Leasecomm received a signed lease agreement. Other than as specifically admitted, Defendant Leasecomm denies the allegations as set forth in paragraph 3 of the Complaint.
4. In response to paragraph 4, Defendant Leasecomm denies that there was any negotiations between itself and Plaintiff in October of 1997. Defendant Leasecomm's only role in the transaction is that of a finance lessor. Defendant Leasecomm did not negotiate the underlying terms of the lease agreement and did not have any verbal contact with Plaintiff until after Defendant Leasecomm received a signed lease agreement. Representations, if any, made to Plaintiff by Defendant Loganberry Merchant Service ("Loganberry") are not binding on Defendant Leasecomm as Defendant Loganberry is not an agent or representative of Defendant Leasecomm. Other than as specifically admitted, Defendant Leasecomm denies the allegations as set forth in paragraph 4 of the Complaint.
5. In response to paragraph 5, Defendant Leasecomm admits that Defendant Loganberry is not an agent or representative of Defendant Leasecomm. Defendant Leasecomm received a signed lease, a copy of a voided check, and a

copy of a merchant credit application, all indicating that Plaintiff wished to enter into a lease agreement with Defendant Leasecomm. Defendant Leasecomm also performed a telephone verification with Plaintiff whereby Plaintiff confirmed the material terms of the lease. Other than as specifically admitted, Defendant Leasecomm denies the allegations as set forth in paragraph 5 of the Complaint.

6. In response to paragraph 6, Defendant Leasecomm admits that Defendant Loganberry is not an agent or representative of Defendant Leasecomm. With regard to the claim of forgery, Defendant Leasecomm is without information or knowledge sufficient to form a belief as to whether Defendant Loganberry forged Plaintiff's name, and on that basis denies the same. However, as noted previously, Defendant Leasecomm did conduct a telephone verification with Plaintiff on October 27, 1998 whereby Plaintiff acknowledged receipt of the equipment and acknowledged that he had entered into a 48-month, non-cancelable lease with Defendant Leasecomm. Other than as specifically admitted, Defendant Leasecomm denies the allegations as set forth in paragraph 6 of the Complaint.
7. In response to paragraph 7, Defendant Leasecomm admits that Plaintiff did claim in April of 1998 that his signature had been forged. However, in light of Plaintiff's aforementioned telephone confirmation, his provision of a cancelled check and other paperwork, as well as the close resemblance of the signatures, the forgery claim was initially rejected. Other than as specifically admitted, Defendant Leasecomm denies the allegations as set forth in paragraph 7 of the Complaint.

8. In response to paragraph 8, Defendant Leasecomm admits receiving a one-page letter dated May 27, 1998, purportedly from a Ms. "Linda L. Echo, Master Graphoanalyst," which claims that the signature is not Plaintiff's. No curriculum vitae, credentials, or authenticating information was provided therewith. Other than as specifically admitted, Defendant Leasecomm denies the allegations as set forth in paragraph 8 of the Complaint.
9. In response to paragraph 9, Defendant Leasecomm's initial investigation, as noted previously, indicated that the Plaintiff's signature was not forged. After subsequent submission in 1999 by Plaintiff of additional documentation, Defendant Leasecomm determined in 2000 to release Plaintiff from the lease. Accordingly, Defendant Leasecomm then took necessary steps to provide updated information to Plaintiff's credit report. Other than as specifically admitted, Defendant Leasecomm denies the allegations as set forth in paragraph 9 of the Complaint.
10. In response to paragraph 10, Defendant Leasecomm is not aware of any evidence that any supposed economic loss of Plaintiff is attributable to Defendant Leasecomm or its alleged actions in reporting on Plaintiff's credit. Defendant Leasecomm denies the allegations as set forth in paragraph 10 of the Complaint.
11. In response to the four-paragraph prayer for damages, attorney's fees and costs and other compensation, Defendant Leasecomm denies that Plaintiff is entitled to any damages, attorneys' fees, costs, or any other relief sought. Defendant Leasecomm further responds that it has been compelled to use and retain the services of legal counsel in defense of Plaintiff's action, and has thereby incurred,



and will continue to incur costs, expert witness fees, and attorneys' fees which should be required to be paid by Plaintiff pursuant to Idaho Code § 12-120 (including without limitation Idaho Code § 12-120(3)), and Idaho Code § 12-121.

13. Defendant Leasecomm further denies that Plaintiff is entitled to his demand for a jury trial. By his oral telephone verification, Plaintiff admitted entering into a non-cancelable lease agreement with Leasecomm. This lease agreement contains an explicit waiver of the right to jury trial.

#### **AFFIRMATIVE AND OTHER DEFENSES**

1. The Complaint, in whole or in part, fails to state a claim upon which relief can be granted.
2. Plaintiff's claims are barred in whole or in part by the applicable statutes of limitations.
3. Plaintiff's claims are barred in whole or in part by his own contributory and/or comparative negligence.
4. Plaintiff's claims are barred in whole or in part because any alleged failure or alleged breach of Defendant's duty was not the proximate causation of any damages purportedly suffered by Plaintiff.
5. Plaintiff's claims are barred in whole or in part because Plaintiff has not suffered any damage.
6. Plaintiff's claims are barred in whole or in part because Defendant did not breach any duty or standard of care.
7. Plaintiff's alleged damages are barred or limited by the applicable statutes of limitations.

8. The incident and damages complained of, if any, were caused by the actions and/or inactions of third persons over whom Defendant Leasecomm exercised no control.
9. Defendant Leasecomm alleges, in the alternative and without admitting any liability whatsoever, and without admitting that Plaintiff has suffered or will suffer any loss, damage, or injury whatsoever, that if Plaintiff has suffered or will in the future suffer any loss, damage, or injury, the same is entirely the direct and proximate result of negligent, grossly negligent, or criminal acts of an intervening third party or parties, or acts for which such third parties may be held strictly liable, and that such acts completely bar any recovery against Defendant Leasecomm.
10. Plaintiff's claims are barred in whole or in part by the doctrines of estoppel, waiver, laches, ratification, acquiescence, consent, accord and satisfaction, payment and release.
11. Plaintiff has failed to mitigate his alleged damages.
12. Defendant reserves the right to assert additional affirmative defenses or defenses of which it becomes knowledgeable during the course of discovery.

**WHEREFORE,** Defendant respectfully requests the following relief:

- a. That Plaintiff's Complaint be dismissed with prejudice and without granting any relief requested by Plaintiff;
- b. That Defendant be awarded the costs, disbursements, expenses, and expert witness fees incurred in defending this lawsuit, including appropriate and reasonable attorneys' fees, as allowed by applicable law, including, but not

limited to, Idaho Code § 12-120 (including without limitation Idaho Code § 12-120(3)), and Idaho Code § 12-121.

- c. Granting Defendant such other and further appropriate relief, at law or in equity, as the Court deems warranted and just.

DATED: December 30, 2002.

STOEL RIVES LLP



Gregory C. Tollefson

Attorneys for Defendant, Leasecomm  
Corporation

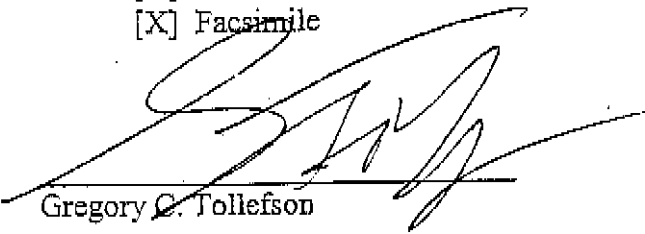
CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December, 2002, a true and correct copy of the foregoing **DEFENDANT LEASECOMM'S ANSWER TO COMPLAINT AND AFFIRMATIVE DEFENSES** was served on the following individuals by the manner indicated:

Richard D. Vance  
*ATTORNEY AT LAW*  
845 W. Center, Suite C-2  
Pocatello, ID 83204

☒ U.S. Mail  
☐ Hand Delivered  
☐ Overnight Delivery  
☒ Facsimile

By:

  
Gregory C. Tollefson

# **EXHIBIT C**

the attorney general or any prosecuting attorney on behalf of the state. When the subpoena is issued on behalf of the state or an officer or agency thereof, fees and mileage need not be tendered. When service is by an officer it must be returned with the officer's certificate of service, and when served by any other person it must be returned with an affidavit of such person of its service. (Amended July 2, 1976, effective October 1, 1976; am. effective July 1, 1977.)

**Federal rules comparison.** This rule is similar to Federal Rule 45(b)(1), except that this rule exempts prepayment tender of fees in some cases, and this rule adds the last sentence.

#### Rule 45(d)(1). Subpoena for taking depositions — Place of examination.

Proof of service of a notice to take a deposition as provided in Rules 30 and 31, or the presentation of a stipulation for the taking thereof, constitutes a sufficient authorization for the issuance by the clerk of the district court for the county in which the action is pending, or by the clerk of the district court for the county in which a deposition is being taken to be used in an action pending in another state or country, of subpoenas for the person named or described therein. The subpoena may command the person to whom it is directed to produce designated books, papers, documents, or tangible things which constitute or contain evidence relating to any of the matters within the scope of the examination permitted by Rule 26(b), but in that event the subpoena will be subject to the provisions (subject to the provisions) of Rule 30 and subdivision (b) of this Rule 45, except that if the action is pending out of the state, the court issuing the subpoena shall have the authority to enforce such rules.

**Compiler's notes.** The words "subject to the provisions" in the second sentence were enclosed in parentheses by the compiler as surplusage.

**Federal rules comparison.** There is no comparable federal rule.

**Cross ref.** Depositions upon oral examination, Rule 30(a).

Documentary evidence, subpoena for production of, Rule 45(b).

Examination, scope of on deposition, Rule 26(b)(1).

Parties and deponents, orders for protection of, Rule 31(d).

Witnesses, depositions upon written interrogatories, notice, Rule 31(a).

**Rule to rule ref.** Rule 45(d) is referred to in Rule 28(e).

This rule is referred to in I.R.C.P., Rule 30(b)(7).

#### Rule 45(d)(2). Depositions — Attendance where required.

A resident of the state may be required to attend an examination only in the county wherein the resident resides or is employed or transacts business in person. A nonresident of the state may be required to attend in any county of the state wherein the nonresident is served with a subpoena.

**Federal rules comparison.** Federal Rule 45(c)(3)(A)(ii) differs in that it requires attendance within 100 miles rather than restrict-

ing attendance to certain counties, and the federal rule requires attendance at convenient places fixed by the court.

Gregory C. Tollefson (ISB #5463)  
STOEL RIVES LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958  
Telephone: (208) 389-9000  
Fax Number: (208) 389-9040  
gctollefson@stoel.com

Attorneys for Defendant Leasecomm Corporation

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCA TELLO  
CAB COMPANY,

Plaintiff,

v.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,

Defendant.

Case No. CVOC-02-01107 B

**LEASECOMM CORPORATION'S  
DISCLOSURE OF WITNESSES**

Pursuant to the Court's Order Setting Pre-Trial and Order Setting Jury Trial filed March 17, 2003, and Rule 26 of the Idaho Rules of Civil Procedure, Defendant Leasecomm Corporation makes the following disclosures with regard to the fact and expert witnesses who may be called to testify at the trial of this matter.

**I. PREFATORY STATEMENT**

It should be noted that Leasecomm has not fully completed the investigation of the facts relating to this case, has not completed discovery, and has not completed preparation for trial.

All of the responses contained herein are based only upon such information and documents as are presently available and specifically known to Leasecomm and its counsel.

## II. FACT WITNESSES

Leasecomm identifies the following persons as individuals whom they may call as witnesses in the trial of this matter:

- 1) Chuck Wedde, plaintiff
- 2) Kerri McComiskey  
Junior Associate Attorney  
Out of State Legal  
Leasecomm Corporation  
10-M Commerce Way  
Woburn, MA 01801

Ms. McComiskey will be the client representative at trial and is expected to testify regarding the documentation of Leasecomm's handling of Plaintiff's lease transaction, including, but not limited to, Plaintiff's initial complaint of not receiving the back side of the lease, Plaintiff's subsequent claim of forgery, and Leasecomm's investigation of the alleged forgery. Ms. McComiskey is also expected to testify in the capacity of Leasecomm's document custodian.

- 3) Kristine LaCourse  
Associate Counsel  
Out of State Legal  
Leasecomm Corporation  
10-M Commerce Way  
Woburn, MA 01801

In the event Ms. McComiskey is unavailable, Ms. LaCourse will be the client representative at trial and is expected to testify regarding the documentation of Leasecomm's handling of Plaintiff's lease transaction, including, but not limited to, Plaintiff's initial complaint of not receiving the back side of the lease, Plaintiff's subsequent claim of forgery, and Leasecomm's investigation of the alleged forgery. Ms. LaCourse is also expected to testify in the capacity of Leasecomm's document custodian.



- 4) Steven Moore  
Director and General Counsel  
Out of State Legal  
Leasecomm Corporation  
10-M Commerce Way  
Woburn, MA 01801

In the event Ms. LaCourse is unavailable, Mr. Moore will be the client representative at trial and is expected to testify regarding the documentation of Leasecomm's handling of Plaintiff's lease transaction, including, but not limited to, Plaintiff's initial complaint of not receiving the back side of the lease, Plaintiff's subsequent claim of forgery, and Leasecomm's investigation of the alleged forgery. Mr. Moore is also expected to testify in the capacity of Leasecomm's document custodian.

- 5) Rose Logan  
c/o Cutting Edge Bank Card Service  
1342 Bell Ave #3G  
Tustin, CA 92780

If called, Ms. Logan may have knowledge pertaining to Plaintiff's execution of a lease in October of 1997, as well as regarding the alleged forgery of the subject lease.

Leasecomm may call any of the above-identified individuals to testify at the trial of this matter. Leasecomm also reserves the right to call to testify at the trial of this matter any individual identified by Plaintiff as a potential witness. Leasecomm further reserves its right to supplement this witness list at a later date as additional information becomes available.

### **III. EXPERT WITNESS**

Leasecomm identifies the following individual who may testify as an expert witnesses in this case:

- 1) Jack Jaquess  
Forensic Document Examiner  
16720 Cardinal Loop  
Nampa, Idaho 83687

Pursuant to Idaho Rule of Civil Procedure 26(b)(4)(A)(iii), Leasecomm does not consent to allowing Mr. Jaquess to be contacted by any opposing parties.

Mr. Jaquess is expected to offer expert opinion testimony in some or all of the following general subject matter areas: appearance and comparison of various signatures Plaintiff admits providing and/or admits signing; appearance of signature on lease, which Plaintiff alleges contains forged signatures, versus other of Plaintiff's admittedly genuine signatures; that signatures which Plaintiff alleges to be forged, appear to be credible attempts to simulate genuine Plaintiff signatures; possibility of signatures, which Plaintiff alleges to be forged, resulting from tracing of genuine Plaintiff signatures; factual history and reasonableness of Leasecomm's forgery investigation; reasonableness of Leasecomm's initial determination and denial of Plaintiff's forgery claim.

Mr. Jaquess will base such expected opinion testimony on his experience and qualifications to render such opinions, as well as facts and documents developed in discovery and during Plaintiff's deposition, including such documents as the lease, which Plaintiff alleges contains forged signatures, the lease Plaintiff admits signing, and other documents provided by Plaintiff to Defendant in discovery, as well as documents provided to Plaintiff by Defendant at Plaintiff's July 28, 2003 deposition.

Attached hereto are Mr. Jaquess' qualifications and resume.

Leasecomm also may call any experts listed by the other parties to this litigation.

Leasecomm further reserves its right to supplement this expert witness list at a later date as additional information becomes available.

DATED this 4<sup>th</sup> day of August, 2003.

STOEL RIVES LLP

By:

  
Gregory C. Tellefson

Attorney for Defendant Leasecomm

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 4<sup>th</sup> day of August, 2003, I caused to be served the foregoing **Leasecomm Corporation's Disclosure of Witnesses** upon the following in the manner indicated:

Richard D. Vance  
ATTORNEY AT LAW  
845 W. Center, Suite C-2  
Pocatello, Idaho 83204

☒ Via U.S. Mail  
☒ Via Facsimile  
☐ Via Overnight Mail  
☐ Via Hand Delivery

By:

  
\_\_\_\_\_  
Gregory C. Tollefson

# **JACK D. JAQUESS**

## **FORENSIC DOCUMENT EXAMINER**

---

June 18, 2003

### **QUALIFICATIONS**

More than twenty nine years of Forensic Document experience. Specializes in questioned document examinations, including signature, handwriting and typewriter identification, ink and paper differentiation, alterations and forgery detection, and other document problems that may arise.

### **EXPERIENCE**

October 1997 to December, 2000:

Questioned Document Examiner, Idaho Department of Law Enforcement, Meridian, Idaho (contract employee).

July, 1996 to present:

Private practice of Forensic Document Examination, Nampa, Idaho.

1986-1996:

Questioned Document Examiner, Idaho Dept. of Law Enforcement.

- Sole examiner for Idaho DLE; examined cases for virtually every law enforcement agency in Idaho, and several in Montana, including Federal agencies and public defenders. Assisted Latent Fingerprint Examiner with crime scene searches, identifications, photography, computer enhancements and AFIS.

1985-1986:

Questioned Document Examiner, San Diego County, CA District Attorney's Office.

- Sole examiner for the DA's Office; performed questioned Document and latent fingerprint examinations for many San Diego County agencies and for the US Naval Investigative Service.

1983-1985:

Private practice of Forensic Document Examination, State of Idaho.

CONTINUED ON PAGE TWO

# **JACK D. JAQUESS**

## **FORENSIC DOCUMENT EXAMINER**

---

1959-1983:

Deputy Sheriff, Los Angeles County Sheriff's Department.

- Four years, Academy, Jail and Patrol duties.
- Seven years, Latent Fingerprint Examiner.
- Nine years, Questioned Document Examiner. Two years as supervising Document Examiner; supervised training of three Examiners.

1958-1959:

Patrolman, City of Monrovia, California Police Department.

### **PROFESSIONAL ORGANIZATIONS**

1981: Certified by the American Board of Forensic Document Examiners, Inc.; re-certified at five year intervals. Retired from Diplomate status in August, 2001.

1981: Charter member of Southwestern Association of Forensic Document Examiners; attend meetings and workshops throughout the Western US.

### **COURT ACCEPTANCE**

Expert testimony given in courts including Magistrates, District and Federal, and various administrative hearings in California, Idaho, Nevada and Washington on more than 255 occasions, in addition to uncounted stipulations.

### **TRAINING**

- Two years on-the job training at LASD under the direction of Sgts. Herbert L. Campbell and James K. Fraser. 1974-1975.
- "Basis of Handwriting Identification". One semester course at California State College at Los Angeles, 1974 (Audit).
- Forty hour seminar at the FBI Academy in Quantico, Virginia, 1975.
- Meetings and workshops by SWAFDE. 1981-1998.

RICHARD D. VANCE  
*Attorney at Law*  
845 W. Center, Suite C-2  
Pocatello, ID 83204  
(208) 232-5041  
FAX (208) 232-8001

**RECEIVED**

**JUL 2 - 2003**

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba )  
POCATELLO CAB COMPANY )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
LEASECOMM CORPORATION and )  
LOGANBERRY MERCHANT SERVICE )  
 )  
Defendants. )  
\_\_\_\_\_ )

Case No.:

**PLAINTIFF'S PROPOSED  
WITNESS LIST**

COMES NOW Defendant, by and through counsel Richard D. Vance and hereby disclose  
their witnesses as follows:

**FACT WITNESSES**

1. Chuck Wedde
2. Brenda Wedde
3. Susan Gibbens.
4. Cindy Marvin, aka Cindy Ladoren.
5. Marty Doncouse.

**EXPERT WITNESSES**

1. Ms. Lavern, Ms. Gibbens and Marty Doncouse are considered to be fact

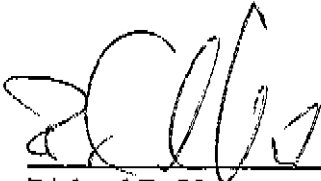
witnesses, however, if the Court considers them to be expert witnesses, Plaintiff discloses the following:

1. Susan Gibbens, Loan Officer for Citizens Community Bank will state that due to Plaintiff's poor credit report because of the activities and/or omissions of LeaseComm, mainly LeaseComm's errors and reporting Plaintiff's bad credit regarding an alleged transaction between LeaseComm and Plaintiff, she had to charge him a higher interest rate to purchase a vehicle. The substance of the opinions of Ms. Gibbens, as well as underlying facts and data upon which she relied are her expertise as a loan officer and that LeaseComm reported on Plaintiff's credit that Plaintiff failed to pay LeaseComm as required by a contract that was actually forged by LeaseComm or an agent of LeaseComm.
2. Marty Doncouse, Loan Officer of Citizens Community Bank will state that due to Plaintiff's poor credit report because of the activities and/or omissions of LeaseComm, mainly LeaseComm's errors and reporting Plaintiff's bad credit regarding an alleged transaction between LeaseComm and Plaintiff, he was turned down for a home loan. The substance of the opinions of Mr. Doncouse, as well as underlying facts and data upon which he relied are his expertise as a loan officer and that LeaseComm reported on Plaintiff's credit that Plaintiff failed to pay LeaseComm as required by a contract that was actually forged by LeaseComm or an agent of LeaseComm.
3. Cindy Marvin, aka Cindy Ladoren, Loan Officer at All Fund Mortgage will state that due to Plaintiff's poor credit report because of the activities and/or omissions of LeaseComm, mainly LeaseComm's errors and reporting Plaintiff's bad credit regarding an alleged transaction between LeaseComm and Plaintiff, he was turned

down for a home loan. The substance of the opinions of Ms. Gibbens, as well as underlying facts and data upon which she relied are her expertise as a loan officer and that LeaseComm reported on Plaintiff's credit that Plaintiff failed to pay LeaseComm as required by a contract that was actually forged by LeaseComm or an agent of LeaseComm.

4. Linda Echo, Master Graphoanalyst. She will testify that the signature on LeaseComm's documents was not Mr. Wedde's signature but rather was forged by another party. The underlying facts and data upon which she will rely are the signature on the document compared to Mr. Wedde's signature, as well as her expertise as a Graphoanalyst. The substance of the opinion is essentially that some other party forged Mr. Wedde's signature to the document.
5. Detective Woods, Pocatello Police Department. He will testify that the signature on LeaseComm's documents was not Mr. Wedde's signature but rather was forged by another party. The underlying facts and data upon which he will rely on his expertise as a police officer, as well as the signature on the document compared to Mr. Wedde's signature. The substance of the opinion is essentially that some other party forged Mr. Wedde's signature to the document.

DATED this 30 day of June, 2003.

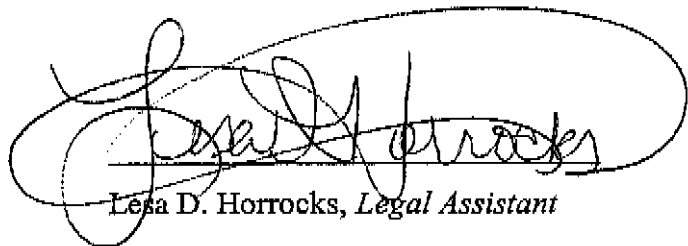
  
Richard D. Vance



**CERTIFICATE OF DELIVERY**

I HEREBY CERTIFY that on the 20<sup>th</sup> day of June, 2003, I mailed a true and correct copy of the foregoing **PLAINTIFF'S PROPOSED WITNESS LIST**, by United States mail, postage prepaid, or by hand delivery, to the following interested parties:

Gregory C. Tollefson  
STOEL RIVES, LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958  
and by facsimile (208) 389-9040



Lisa D. Horrocks, *Legal Assistant*



ARTHUR BRANCH  
280 South Arthur  
P. O. Box 1689  
Pocatello, ID 83204-1689

(208) 232-5373 Phone  
(208) 233-4370 Fax

FLANDRO BRANCH  
2000 Flandro Drive  
P. O. Box 2028  
Pocatello, ID 83206-2028

(208) 238-8378 Phone  
(208) 238-7240 Fax

IDAHO FALLS  
LOAN PRODUCTION OFFICE  
690 South Woodruff  
Idaho Falls, ID 83401

(208) 528-2329 Phone  
(208) 528-2494 Fax

[www.ccb-idaho.com](http://www.ccb-idaho.com)

DATE: June 26, 2003

TO: To Whom It May Concern

FROM: Susan Gibbens, Loan Officer

RE: Charles F. Wedde

On January 30, 2003, Charles Wedde applied for a vehicle loan with Citizens Community Bank. I approved the loan because he is a customer of our bank, and his business shows excellent cash flow.

Due to his poor credit report, I charged him 9.25% vs the normal 7.25% we would charge for interest rate for a 1998 vehicle. This increase in interest rate caused him to pay approximately \$680 more than normal.

If there are any questions regarding this information, please feel free to call me at (208) 235-5276.

Linda L. Echo  
Master Graphoanalyst  
P. O. Box 50536  
Idaho Falls, ID 83405  
May 27, 1998

Charles F. Wedde  
241 W. Center  
Pocatello, ID 83204

Dear Mr. Wedde,

In looking at the documents the first of the week, I found a number of differences in the signature on the document in question and the signature that we knew was correctly yours. They are listed below.

1. The signature in relation to the line is different.
2. In the first name the Ch is different.
3. The ending of the l at the end of the first name is different.
4. The way the F in the middle initial ends on the baseline is different.
5. The W in the beginning of the last name is lacking a hook on the end of the letter.
6. The approach to the first e in the last name is different.
7. The d in the first of the double d's is different.
8. The second d in the double d's is different.
9. The ending of the last name is different.
10. The printed name on the original that you filled out is different.

In conclusion, I would say that the document in question was not signed by you.

Sincerely yours,

*Linda L. Echo*

Linda L. Echo

# STATEMENT OF CREDIT DENIAL, TERMINATION, OR CHANGE

Applicant(s): (Type Full Name and Address)

Charles F Wedde  
6301 South 5th Ave  
Pocatello, ID 83204

Description of Account, Transaction or Requested Credit:

Description of Action Taken:

Date: 6/26/03

**PART I.** Principal reason(s) for credit denial, termination or other action taken concerning credit.

**THIS SECTION MUST BE COMPLETED IN ALL INSTANCES.**

## A. CREDIT

- ☐ No Credit File
- ☐ Insufficient Number of Credit References Provided
- ☐ Insufficient Credit Files
- ☐ Limited Credit Experience
- ☐ Unable to Verify Credit References
- ☒ Garnishment, Attachment, Foreclosure, Collection Action or judgement
- ☒ Judgment Repossession or Suit
- ☐ Excessive Obligations in Relation to Income
  - ☐ Unacceptable Payment Record on Previous Mortgage
  - ☐ Lack of Cash Reserves
- ☒ Delinquent Past or Present Credit Obligations with Others
- ☐ Bankruptcy Past or Present
- ☐ Unacceptable Type of Credit References Provided
- ☐ Poor Credit Performance with Us

## D. RESIDENCY

- ☐ Temporary Residence
- ☐ Length of Residence
- ☐ Unable to Verify Residence

## E. INSURANCE, GUARANTY or PURCHASE DENIED BY:

- ☐ Department of Housing and Urban Development
- ☐ Department of Veterans Affairs
- ☐ Federal National Mortgage Association
- ☐ Federal Home Loan Mortgage Corporation
- ☐

## F. OTHER

- ☐ Insufficient Funds to Close the loan
- ☐ Credit Application Incomplete
- ☐ Value or Type of Collateral not Sufficient
  - ☐ Unacceptable Property
  - ☐ Insufficient Data - Property
  - ☐ Unacceptable Appraisal
  - ☐ Unacceptable Leasehold Estate
- ☐ We do not grant credit to any applicant on the terms and conditions you have requested.
- ☐ Other, specify:

## B. EMPLOYMENT STATUS

- ☐ Unable to Verify Employment
- ☐ Length of Employment
- ☐ Temporary or Irregular Employment

## C. INCOME

- ☐ Insufficient Income for Amount of Credit Requested
- ☐ Unable to Verify Income
- ☐ Excessive Obligations in Relation to Income

You have the right to a copy of the appraisal report used in connection with your application for credit. If you wish a copy, please write to us at the mailing address we have provided. We must hear from you not later than 90 days after we notify you about the action taken on your credit application or you withdraw your application.

**PART II.** Disclosure of use of information obtained from an outside source.

- ☒ Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Credit Bureau of Pocatello  
Address: 324 SO. MAIN  
POCATELLO, ID 83204  
[Toll-free] Telephone Number: (208) 232-7323

- ☐ Our credit decision was based in whole or in part on information obtained from an affiliate or from an outside source other than a consumer reporting agency. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information.

If you have any questions regarding this notice, you should contact:

Name:  
Address:

Telephone Number:

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the

## STATEMENT OF CREDIT DENIAL, TERMINATION, OR CHANGE

Applicants: Chuck Wedde

4104 N. Old Hwy 91 #17  
Pocatello, ID 83201Loan Amount: \$ 21,000  
Interest Rate: 11.500 %  
Term: 180 months

1. In compliance with Regulation 'B' (Equal Credit Opportunity Act), you are advised that your recent application for an extension or renewal of credit has been declined. The decision to deny your application was based on the following reason(s):

## A. CREDIT

- ☐ No Credit File  
☐ Insufficient Credit Reference  
☐ Insufficient Credit File  
☐ Unable to Verify Credit References  
☐ Garnishment, Attachment, Foreclosure, Repossession or Suit  
☐ Excessive Obligations  
☐ Insufficient Income for Total Obligations  
☐ Unacceptable Payment Record on Previous Mortgage  
☐ Lack of Cash Reserves  
☒ Delinquent Credit Obligations  
☐ Bankruptcy  
☐ Information From a Consumer Reporting Agency

## B. EMPLOYMENT STATUS

- ☐ Unable to Verify Employment  
☐ Length of Employment  
☐ Temporary or Irregular Employment  
☐ Insufficient Stability of Income

## C. INCOME

- ☐ Insufficient Income for Mortgage Payments  
☐ Unable to Verify Income

## D. RESIDENCY

- ☐ Temporary Residence  
☐ Too Short a Period of Residence  
☐ Unable to Verify Residence

## E. INSURANCE, GUARANTY or PURCHASE

## DENIED BY:

- ☐ Department of Housing and Urban Development  
☐ Department of Veterans Affairs  
☐ Federal National Mortgage Association  
☐ Federal Home Loan Mortgage Corporation

## F. OTHER

- ☐ Insufficient Funds to Close the Loan  
☐ Credit Application Incomplete  
☐ Inadequate Collateral  
☐ Unacceptable Property  
☐ Insufficient Date - Property  
☐ Unacceptable Appraisal  
☐ Unacceptable Leasehold Estate  
☐ We do not grant credit to any applicant on the terms and conditions you have requested.  
☐ Withdrawn by Applicant

2. Disclosure of use of information obtained from an outside source. This section should be completed if the credit decision was based in whole or in part on information that has been obtained from an outside source.

- ☒ Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Fidelity National Credit Services  
 Address: 3470 Blazer Parkway Lexington, KY 40509  
 Toll Free Telephone number: 800-840-9888

- ☐ Our credit decision was based in whole or in part on information obtained from an outside source other than a consumer reporting agency. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information.

If you have any questions regarding this notice, you should contact:

ALL FUND MORTGAGE  
 8833 Pacific Ave Tacoma, WA 98444  
 253-535-9415

[ 1 ]

3. The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (providing that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is:

FEDERAL TRADE COMMISSION  
 PENNSYLVANIA & 6TH STREET NW  
 WASHINGTON D.C. 20580

4. Should you have any additional information which might assist us in evaluating your creditworthiness, please let us know. Thank you for applying.

5. This notification is given by us on behalf of ALL FUND MORTGAGE  
 8833 Pacific Ave  
 Tacoma, WA 98444  
 253-535-9415

Notice Mailed on 06/27/2002

By:

Cindy Marylin

Gregory C. Tollefson (ISB #5463)  
STOEL RIVES LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958  
Telephone: (208) 389-9000  
Fax Number: (208) 389-9040  
gctollefson@stoel.com

Attorneys for Defendant Leasecomm Corporation

FILED  
LARRY W. GHAN  
CLERK OF COURT

2003 JUN 30 AM 11 29

BY \_\_\_\_\_  
DEPUTY CLERK

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCATELLO  
CAB COMPANY,

Plaintiff,

v.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,

Defendant.

Case No. CVOC-02-01107 B

**THIRD AMENDED NOTICE OF  
DEPOSITION DUCES TECUM OF  
CHUCK WEDDE** (and Notice of Vacating  
Deposition Set for June 30, 2003)

To: **Chuck Wedde**  
c/o Richard D. Vance  
Attorney at Law  
845 W. Center Street, Suite C-2  
Pocatello, Idaho 83204

Please take notice that, pursuant to Rules 26 and 30 of the Idaho Rules of Civil Procedure, Defendant Leasecomm will take the deposition of Chuck Wedde on Monday, July 28, 2003, commencing at 9:30 a.m. at the Bannock County Courthouse, 624 E. Center, Room 220, Pocatello, Idaho 83201 before an officer authorized by the laws of the State of Idaho to administer oaths transcribed by stenographic means.

Defendant will record the deposition by audiovisual means.

**THIRD AMENDED NOTICE OF DEPOSITION DUCES TECUM OF  
CHUCK WEDDE** (and Notice of Vacating Deposition Set for June 30, 2003) - 1  
Boise-157267.1 0051523- 00002

ORIGINAL

You are also commanded to bring with you a copy of the documents and things in your possession, custody, or control related to the subject lawsuit that have not been previously produced by your counsel, including but not limited to all documents provided to or relied upon by Linda Echo, all correspondence received by you related to any application for credit by you since November 1997, and any copies you have of your credit report from any credit reporting agency.

You are also commended to bring with you copies of all income tax returns you have filed since 1996, including individual returns, joint returns, and any tax returns for your business, Pocatello Cab Company.

You are further notified that if you fail to appear at the place and time specified above, that you may be held in contempt and that the aggrieved party may recover from you the sum of \$100.00 and all damages which the party may sustain by your failure to attend as a witness.

DATED this 25th day of June, 2003.

STOEL RIVES LLP

By: 

Gregory C. Tollefson  
Attorney for Defendant Leasecomm

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 25th day of June, 2003, I caused to be served the foregoing **Third Amended Notice of Deposition Duces Tecum of Chuck Wedde** (and Notice of Vacating Deposition Set for June 30, 2003), upon the following in the manner indicated:

Richard D. Vance  
ATTORNEY AT LAW  
845 W. Center, Suite C-2  
Pocatello, Idaho 83204

☒ Via U.S. Mail  
☒ Via Facsimile  
☐ Via Overnight Mail  
☐ Via Hand Delivery

M & M Court Reporting  
421 W. Franklin  
Boise, Idaho 83702

☒ Via U.S. Mail  
☐ Via Facsimile  
☐ Via Overnight Mail  
☐ Via Hand Delivery

By: \_\_\_\_\_

Gregory C. Tollefson



RECEIVED

APR 5 2003

RICHARD D. VANCE  
*Attorney at Law*  
845 W. Center, Suite C-2  
Pocatello, ID 83204  
(208) 232-5041  
FAX (208) 232-8001

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT FOR THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCATELLO  
CAB COMPANY,

Plaintiffs,

vs.

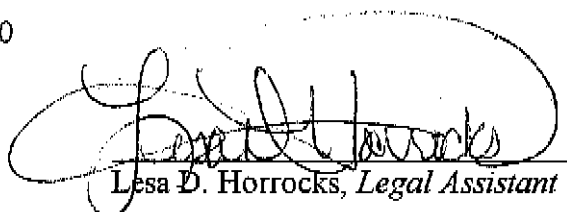
LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,  
Defendant

Case No.: CVOC-02-01107 B

NOTICE OF SERVICE OF  
PLAINTIFF'S ANSWERS  
TO DEFENDANT LEASCOMM'S  
FIRST SET OF INTERROGATORIES

I HEREBY CERTIFY that on the 25<sup>th</sup> day of April, 2003, I served a true and correct  
copy of PLAINTIFF'S RESPONSE TO DEFENDANT LEASCOMM'S FIRST SET OF  
INTERROGATORIES by regular United States mail, postage prepaid to the following  
interested parties:

Gregory C. Tollefson  
STOEL RIVES, LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958

  
Lesa D. Horrocks, Legal Assistant

RECEIVED

MAR 21 2003

RICHARD D. VANCE  
*Attorney at Law*  
845 W. Center, Suite C-2  
Pocatello, ID 83204  
(208) 232-5041  
FAX (208) 232-8001

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT FOR THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCATELLO  
CAB COMPANY, )

Plaintiffs, )

vs. )

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE, )  
Defendant )

Case No.: CVOC-02-01107 B

**NOTICE OF SERVICE OF  
PLAINTIFFS' RESPONSE  
TO DEFENDANT LEASCOMM'S  
FIRST SET OF REQUESTS FOR  
ADMISSION**

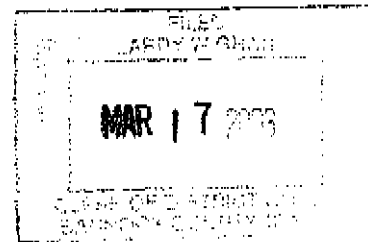
I HEREBY CERTIFY that on the 19th day of March, 2003, I served a true and correct  
copy of **PLAINTIFF'S RESPONSE TO DEFENDANT LEASCOMM'S FIRST SET OF  
REQUESTS FOR ADMISSION**, by regular United States mail, postage prepaid to the  
following interested parties:

Gregory C. Tollefson  
STOEL RIVES, LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958

  
Lisa D. Horrocks, Legal Assistant

RECEIVED

MAR 24 2003



IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

Register #CVOC02-01107B

CHUCK WEDDE, dba POCA TELLO  
CAB COMPANY,

Plaintiff,

-VS-

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,

Defendants,

ORDER SETTING PRE-TRIAL AND  
ORDER SETTING JURY TRIAL

Pursuant to a status conference held on the 17th day of  
March, 2003, it is hereby ordered:

(1) JURY TRIAL will commence NOVEMBER 18, 2003 AT THE HOUR  
OF 9:30 A.M.

(2) FORMAL PRE-TRIAL CONFERENCE, pursuant to Rule 16,  
I.R.C.P. will be held NOVEMBER 10, 2003 AT THE HOUR OF 11:00 A.M.

(3) Trial counsel for the parties are ordered to meet in  
person within Bannock County for the purpose of preparing a joint  
Pre-Trial Memorandum, which shall be submitted to the Court at

least one (1) week prior to the time of the Pre-Trial Conference.

The joint Pre-Trial Memorandum shall contain the following:

(a) An index of all exhibits. The index shall indicate: 1) by whom the exhibit is being offered, 2) a brief description of the exhibit, 3) whether the parties have stipulated to admissibility, and if not, 4) the legal grounds for objection.

(b) An indication of whether depositions, admissions, interrogatory responses, or other discovery responses are to be used in lieu of live testimony, the manner in which such evidence will be presented, and the legal grounds for any objection to such excerpts.

(c) Summary of the documentary evidence supporting the damages sought by the plaintiff shall be appended to the joint Pre-Trial Memorandum. The Memorandum shall include a statement as to whether the parties have stipulated to the admission of the summary under Rule 1006, I.R.E. in lieu of the underlying documents.

(d) A list of the names and addresses of all witnesses which such party may call to testify at trial, including anticipated rebuttal or impeachment witnesses. Expert witnesses shall be identified as such.

(e) A brief non-argumentative summary of the factual nature of the case. The purpose of the summary is to provide an overview of the case for the jury and shall be included in pre-proof instructions to the jury.

(f) A statement that counsel have, in good faith, discussed settlement unsuccessfully.

(g) A statement that all answers or supplemental answers to interrogatories under Rule 33 reflect facts known to the date of the Memorandum.

(h) A statement of all claims.

(i) Any admissions or stipulations of the parties which can be agreed upon by the parties.

(j) Any amendments to the pleadings and any issues of law abandoned by any of the parties.

(k) A statement of the issues of fact and law which remain to be litigated at the trial.

(l) A listing of all anticipated motions in limine and any orders which will expedite the trial.

(m) A statement as to whether counsel requires more than 30 minutes per side for voir dire or opening statement.

---

At the time of the Pre-Trial Conference, all parties shall be prepared to assist in the formulation of a Pre-Trial Order in the form described in Rule 16(d) I.R.C.P.

(4) At the time of counsel's meeting ordered above, counsel shall complete an Exhibit List on a form to be procured from the Court Clerk. The Exhibit List will be submitted to the Court at the time of the Pre-Trial Conference.

(5) **DISCOVERY CUTOFF** will be OCTOBER 31, 2003. Counsel are

advised that this cutoff means that ALL discovery will be COMPLETE by that deadline.

(6) Plaintiff shall disclose all fact witnesses to be used at time of trial no later than **JUNE 30, 2003**; Defendants shall disclose their fact witnesses no later than **AUGUST 4, 2003**. Plaintiff shall also disclose all expert witnesses **IN THE MANNER OUTLINED IN RULE 26(b) (4) (A) (i)**, disclosing the person expected to be called as an expert witness, the subject matter on which the expert is expected to testify, the substance of the opinions for which the expert is expected to testify, and the underlying facts and data upon which the expert opinion is based no later than **JUNE 30, 2003**; with Defendant given until **AUGUST 4, 2003** to make a similar disclosure of their expert witnesses. Witnesses not disclosed **IN THIS MANNER** will be subject to exclusion at trial.

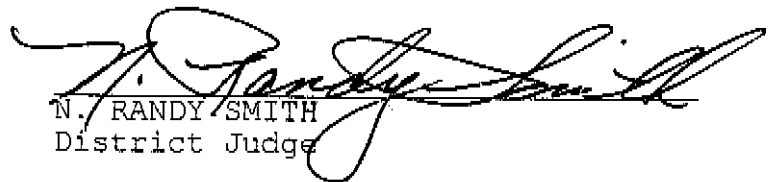
(7) **MOTION CUTOFF** will be **SEPTEMBER 15, 2003**. This includes all motions concerning any objections to the testimony of experts at trial. This does not include other Motions in Limine the parties may wish to file.

(8) **TRIAL BRIEFS AND JURY INSTRUCTIONS** shall be filed with the Court at the time of the Pre-Trial Conference.

(9) All meetings and/or hearings with the Court in this

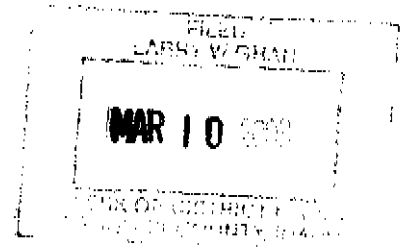
matter shall be scheduled in advance with the Court's Clerk. The Court appreciates time to adequately consider each issue before it, prior to a hearing and/or meeting.

DATED March 17, 2003.

  
N. RANDY SMITH  
District Judge

Copies to:  
Richard D. Vance  
Gregory C. Tollefson  
Susan P. Israel (Court Reporter)

Gregory C. Tollefson (ISB #5463)  
STOEL RIVES LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958  
Telephone: (208) 389-9000  
Fax Number: (208) 389-9040  
gctollefson@stoel.com



Attorneys for Defendant, Leasecomm Corporation

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCA TELLO  
CAB COMPANY,

Plaintiff,

v.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,

Defendant.

Case No. CVOC-02-01107 B

**DEFENDANT LEASECOMM'S NOTICE  
OF SERVICE OF DISCOVERY  
REQUESTS**

Pursuant to Rules 33(a)(5), 34(d) and 36(c)(2) of the Idaho Rules of Civil Procedure, Defendant Leasecomm hereby gives notice that on March 7, 2003, it served (by facsimile and U.S. Mail) a copy of (1) **DEFENDANT LEASECOMM'S FIRST SET OF REQUESTS FOR PRODUCTION TO PLAINTIFF**, (2) **DEFENDANT LEASECOMM'S FIRST SET OF INTERROGATORIES TO PLAINTIFF**, and (3) **DEFENDANT LEASECOMM'S FIRST SET OF REQUESTS FOR ADMISSION TO PLAINTIFF** upon all counsel listed below in the attached certificate of service.



DATED: March 7, 2003.

STOEL RIVES LLP

A handwritten signature in black ink, appearing to read 'Gregory C. Tollefson', is written over a horizontal line.

Gregory C. Tollefson  
Attorneys for Defendant, Leasecomm  
Corporation

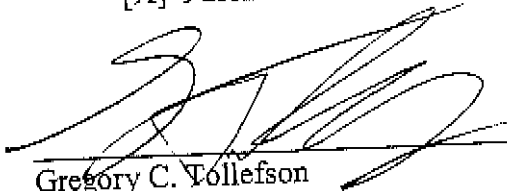
CERTIFICATE OF SERVICE

I hereby certify that on this 7<sup>th</sup> day of March, 2003, a true and correct copy of the foregoing **DEFENDANT LEASECOMM'S NOTICE OF SERVICE OF DISCOVERY REQUESTS** was served on the following individuals by the manner indicated:

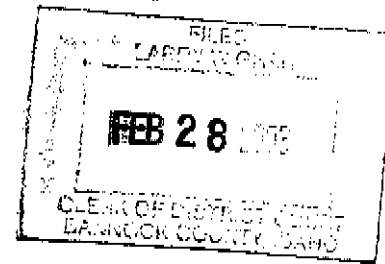
Richard D. Vance  
*ATTORNEY AT LAW*  
845 W. Center, Suite C-2  
Pocatello, ID 83204

☒ U.S. Mail  
☐ Hand Delivered  
☐ Overnight Delivery  
☒ Facsimile

By:

  
Gregory C. Tollefson

MAR 05 2003



IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

Register CV-OC-02-01107

CHUCK WEDDE, dba )  
POCATELLO CAB COMPANY )

Plaintiff, )

-vs-

ORDER FOR  
SCHEDULING CONFERENCE

LEASECOMM CORPORATION and )  
LOGANBERRY MERCHANT SERVICE )

Defendants, )

It appearing that the above entitled matter is at issue or is  
ready for further proceedings,

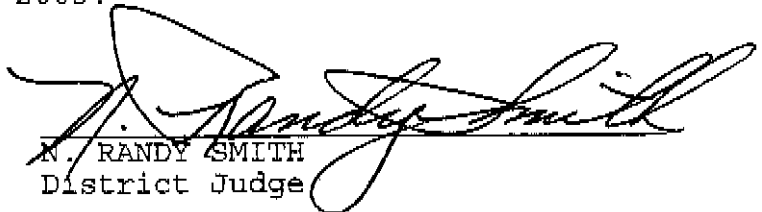
IT IS HEREBY ORDERED that a SCHEDULING CONFERENCE is hereby  
set in this matter MONDAY, MARCH 17, 2003 AT THE HOUR OF 8:00 A.M.  
before the undersigned District Judge.

Counsel shall be authorized and prepared to discuss the  
following matters:

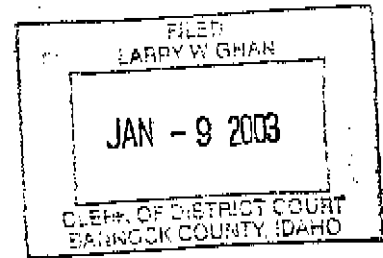
- (1) Service upon unserved parties.
- (2) Status of the case.
- (3) Amendments to the pleadings.
- (4) Pending or anticipated pre-trial motions.
- (5) Status of discovery.
- (6) Time required for trial preparations.
- (7) Time required for trial.
- (8) Cut-off dates for discovery & pre-trial motions.
- (9) Settlement.
- (10) Other matters conducive to determination of the action.

A TELEPHONE CONFERENCE CALL MAY BE HELD UPON REQUEST OF COUNSEL. SHOULD THIS BE THE CHOICE OF COUNSEL, A NOTICE SHOULD BE SENT TO THE COURT STATING WHO WILL BE INITIATING THE CALL. SUCH CONFERENCE CALLS SHOULD BE PLACED AT THE TIME AND ON THE DATE HEREIN SET. IT IS THE SPECIFIC REQUEST OF THE COURT THAT LOCAL COUNSEL APPEAR IN PERSON, IF POSSIBLE.

DATED February 28, 2003.

  
N. RANDY SMITH  
District Judge

Copies to:  
Richard D. Vance  
Gregory C. Tollefson



IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

Register CV-OC-02-01107

CHUCK WEDDE, dba  
POCATELLO CAB COMPANY

Plaintiff,

-vs-

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE

Defendants,

Steele Rivas, LL

JAN 13 2003

ORDER FOR  
SCHEDULING CONFERENCE

It appearing that the above entitled matter is at issue or is  
ready for further proceedings,

IT IS HEREBY ORDERED that a SCHEDULING CONFERENCE is hereby  
set in this matter MONDAY, MARCH 3, 2003 AT THE HOUR OF 8:20 A.M.  
before the undersigned District Judge.

Counsel shall be authorized and prepared to discuss the  
following matters:

- (1) Service upon unserved parties.

- (2) Status of the case.
- (3) Amendments to the pleadings.
- (4) Pending or anticipated pre-trial motions.
- (5) Status of discovery.
- (6) Time required for trial preparations.
- (7) Time required for trial.
- (8) Cut-off dates for discovery & pre-trial motions.
- (9) Settlement.
- (10) Other matters conducive to determination of the action.

A TELEPHONE CONFERENCE CALL MAY BE HELD UPON REQUEST OF COUNSEL. SHOULD THIS BE THE CHOICE OF COUNSEL, A NOTICE SHOULD BE SENT TO THE COURT STATING WHO WILL BE INITIATING THE CALL. SUCH CONFERENCE CALLS SHOULD BE PLACED AT THE TIME AND ON THE DATE HEREIN SET. IT IS THE SPECIFIC REQUEST OF THE COURT THAT LOCAL COUNSEL APPEAR IN PERSON, IF POSSIBLE.

DATED January 9, 2003.



N. RANDY SMITH  
District Judge

Copies to:  
Richard D. Vance  
Gregory C. Tollefson



Gregory C. Tollefson (ISB #5463)  
STOEL RIVES LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958  
Telephone: (208) 389-9000  
Fax Number: (208) 389-9040  
gctollefson@stoel.com

Attorneys for Defendant, Leasecomm Corporation

DEC 31 2002

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCA TELLO  
CAB COMPANY,

Plaintiff,

v.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE,

Defendant.

Case No. CVOC-02-01107 B

**DEFENDANT LEASECOMM'S  
ANSWER TO COMPLAINT AND  
AFFIRMATIVE DEFENSES**

In response to Plaintiff's May 30, 2002 Complaint and Demand for Jury Trial, Defendant Leasecomm admits, denies and alleges as follows:

Defendant Leasecomm denies all of the allegations in the Complaint which are not expressly admitted below.

1. In response to paragraph 1, Defendant Leasecomm is without information or knowledge sufficient to form a belief as to whether Plaintiff was and is a resident of Idaho at all times as mentioned therein. Other than as specifically admitted, Defendant Leasecomm denies the allegations as set forth in paragraph 1 of the Complaint.

COPY

2. In response to paragraph 2, Defendant Leasecomm is without information or knowledge sufficient to form a belief as to whether Plaintiff has been in business in the state of Idaho at all times as mentioned therein. Other than as specifically admitted, Defendant Leasecomm denies the allegations as set forth in paragraph 2 of the Complaint.
3. In response to paragraph 3, Defendant Leasecomm admits that it is licensed to do business in the state of Idaho and that, in its role as a finance lessor, Defendant Leasecomm provided lease financing to Plaintiff after Defendant Leasecomm received a signed lease agreement. Other than as specifically admitted, Defendant Leasecomm denies the allegations as set forth in paragraph 3 of the Complaint.
4. In response to paragraph 4, Defendant Leasecomm denies that there was any negotiations between itself and Plaintiff in October of 1997. Defendant Leasecomm's only role in the transaction is that of a finance lessor. Defendant Leasecomm did not negotiate the underlying terms of the lease agreement and did not have any verbal contact with Plaintiff until after Defendant Leasecomm received a signed lease agreement. Representations, if any, made to Plaintiff by Defendant Loganberry Merchant Service ("Loganberry") are not binding on Defendant Leasecomm as Defendant Loganberry is not an agent or representative of Defendant Leasecomm. Other than as specifically admitted, Defendant Leasecomm denies the allegations as set forth in paragraph 4 of the Complaint.
5. In response to paragraph 5, Defendant Leasecomm admits that Defendant Loganberry is not an agent or representative of Defendant Leasecomm. Defendant Leasecomm received a signed lease, a copy of a voided check, and a

8. In response to paragraph 8, Defendant Leasecomm admits receiving a one-page letter dated May 27, 1998, purportedly from a Ms. "Linda L. Echo, Master Graphoanalyst," which claims that the signature is not Plaintiff's. No curriculum vitae, credentials, or authenticating information was provided therewith. Other than as specifically admitted, Defendant Leasecomm denies the allegations as set forth in paragraph 8 of the Complaint.
9. In response to paragraph 9, Defendant Leasecomm's initial investigation, as noted previously, indicated that the Plaintiff's signature was not forged. After subsequent submission in 1999 by Plaintiff of additional documentation, Defendant Leasecomm determined in 2000 to release Plaintiff from the lease. Accordingly, Defendant Leasecomm then took necessary steps to provide updated information to Plaintiff's credit report. Other than as specifically admitted, Defendant Leasecomm denies the allegations as set forth in paragraph 9 of the Complaint.
10. In response to paragraph 10, Defendant Leasecomm is not aware of any evidence that any supposed economic loss of Plaintiff is attributable to Defendant Leasecomm or its alleged actions in reporting on Plaintiff's credit. Defendant Leasecomm denies the allegations as set forth in paragraph 10 of the Complaint.
11. In response to the four-paragraph prayer for damages, attorney's fees and costs and other compensation, Defendant Leasecomm denies that Plaintiff is entitled to any damages, attorneys' fees, costs, or any other relief sought. Defendant Leasecomm further responds that it has been compelled to use and retain the services of legal counsel in defense of Plaintiff's action, and has thereby incurred,

8. The incident and damages complained of, if any, were caused by the actions and/or inactions of third persons over whom Defendant Leasecomm exercised no control.
9. Defendant Leasecomm alleges, in the alternative and without admitting any liability whatsoever, and without admitting that Plaintiff has suffered or will suffer any loss, damage, or injury whatsoever, that if Plaintiff has suffered or will in the future suffer any loss, damage, or injury, the same is entirely the direct and proximate result of negligent, grossly negligent, or criminal acts of an intervening third party or parties, or acts for which such third parties may be held strictly liable, and that such acts completely bar any recovery against Defendant Leasecomm.
10. Plaintiff's claims are barred in whole or in part by the doctrines of estoppel, waiver, laches, ratification, acquiescence, consent, accord and satisfaction, payment and release.
11. Plaintiff has failed to mitigate his alleged damages.
12. Defendant reserves the right to assert additional affirmative defenses or defenses of which it becomes knowledgeable during the course of discovery.

**WHEREFORE**, Defendant respectfully requests the following relief:

- a. That Plaintiff's Complaint be dismissed with prejudice and without granting any relief requested by Plaintiff;
- b. That Defendant be awarded the costs, disbursements, expenses, and expert witness fees incurred in defending this lawsuit, including appropriate and reasonable attorneys' fees, as allowed by applicable law, including, but not

limited to, Idaho Code § 12-120 (including without limitation Idaho Code § 12-120(3)), and Idaho Code § 12-121.

- c. Granting Defendant such other and further appropriate relief, at law or in equity, as the Court deems warranted and just.

DATED: December 20, 2002.

STOEL RIVES LLP



Gregory C. Tollefson

Attorneys for Defendant, Leasecomm  
Corporation

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December, 2002, a true and correct copy of the foregoing **DEFENDANT LEASECOMM'S ANSWER TO COMPLAINT AND AFFIRMATIVE DEFENSES** was served on the following individuals by the manner indicated:

Richard D. Vance  
*ATTORNEY AT LAW*  
845 W. Center, Suite C-2  
Pocatello, ID 83204

☒ U.S. Mail  
☐ Hand Delivered  
☐ Overnight Delivery  
☒ Facsimile

By:

  
\_\_\_\_\_  
Gregory C. Tollefson

RICHARD D. VANCE  
Attorney at Law  
845 W. Center, Suite C-2  
Pocatello, ID 83204  
(208) 232-5041  
FAX (208) 232-8001

JC  
11.27.02  
11:20 am

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba  
POCATELLO CAB COMPANY

Plaintiff,

vs.

JC LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE

Defendants.

Case No.

SUMMONS

CVOC-02-01107 B

THE STATE OF IDAHO SENDS GREETINGS TO THE ABOVE-NAMED  
DEFENDANTS.

YOU ARE HEREBY NOTIFIED that a Complaint has been filed against you in District Court of the Sixth Judicial District of the State of Idaho in and for the County of Bannock, by the above-named Plaintiff and you are hereby directed to file a written motion in defense to the said Complaint within twenty (20) days of the service of this Summons, and you are further notified that unless you do so within the time herein specified, Plaintiff will take judgment against you as prayed in said Complaint.

THE nature of the claim against you is an action for economic loss.

WITNESS my hand and the seal of said District Court,

this 30 day of May, 2002

Clerk

Deputy

RICHARD D. VANCE  
*Attorney at Law*  
845 W. Center, Suite C-2  
Pocatello, ID 83204  
(208) 232-5041  
FAX (208) 232-8001

FILED  
LARRY W. GHAN  
CLERK OF COURT  
2002 MAY 30 PM 2 29  
BY \_\_\_\_\_  
DEPUTY CLERK

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba  
POCATELLO CAB COMPANY

Plaintiff,

vs.

LEASECOMM CORPORATION and  
LOGANBERRY MERCHANT SERVICE

Defendants.

Case No.

*CVOC-02-01107B*  
**COMPLAINT AND DEMAND  
FOR JURY TRIAL**

COMES NOW Plaintiff and complains and alleges as against Defendants as follows:

1. That at all times herein mentioned Plaintiff was and is a resident of the state of Idaho.
2. That at all times herein mentioned Plaintiff has been in business in the state of Idaho.
3. That at all times herein mentioned Defendants were doing business in the state of Idaho.
4. That on or about October 20, 1997, Plaintiff was involved in negotiations with Defendants for the purchase (lease) of a credit card machine.
5. That at some time during these negotiations Plaintiff decided not to work with Loganberry and instructed them to end all negotiations and also indicated that he



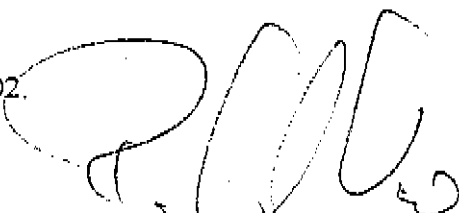
did not wish to enter into a contract with them.

6. That shortly after Plaintiff's decision, someone from Loganberry forged Mr. Wedde's name to the contract without Plaintiff's knowledge.
7. That Leasecomm finances loan instruments for Loganberry and was told on numerous occasions by Plaintiff that he did not sign such a contract and that he believed the contract was forged by Loganberry.
8. That in May of 1998, Mr. Wedde contacted a Master Graphoanalyst, Linda L. Echo. Ms. Echo came to the determination that the signature on such contract was in fact forged.
9. That Leasecomm refused to work with Plaintiff, and instead, took certain actions to indicate on Plaintiff's credit report that he defaulted on the contract.
10. That since such time Plaintiff has been unable to obtain financing and has suffered economic loss.

WHEREFORE Plaintiff prays for relief as follows:

1. That this Court order that Defendants are responsible for Plaintiff's damages.
2. That this Court order that Defendants compensate Plaintiff for his damages in a monetary amount.
3. That this Court order that Defendants pay Plaintiff's costs and reasonable attorneys fees.
4. That this Court award any other compensation that is just under the circumstances of this matter.

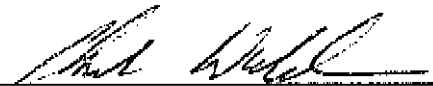
DATED this 20 day of February, 2002.

  
Richard D. Vance

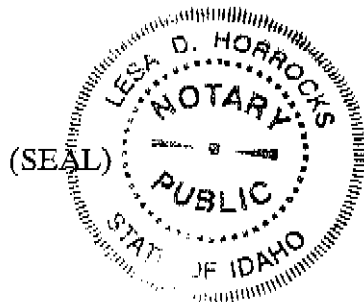
VERIFICATION

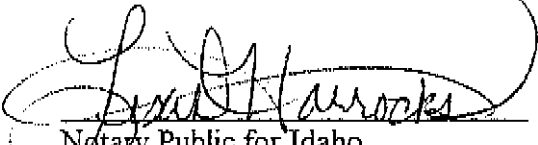
STATE OF IDAHO                    )  
  ) ss  
County of Bannock            )

Chuck Wedde, being first duly sworn upon oath, deposes and states that he is the Plaintiff in the above-entitled matter, that he has read the foregoing, and that the facts therein stated are true as he verily believes to the best of his information and belief.

  
\_\_\_\_\_  
Chuck Wedde

SUBSCRIBED AND SWORN to before me this 20<sup>th</sup> day of March, 2002.



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Pocatello  
My Commission expires: 9/14/2005

RICHARD D. VANCE  
*Attorney at Law*  
 845 W. Center, Suite C-2  
 Pocatello, ID 83204  
 (208) 232-5041  
 FAX (208) 232-8001

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT FOR THE  
 STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

CHUCK WEDDE, dba POCATELLO  
 CAB COMPANY, )

Case No.: CVOC-02-01107 B

Plaintiffs, )

vs. )

LEASECOMM CORPORATION and )  
 LOGANBERRY MERCHANT SERVICE, )  
 Defendant )

**PLAINTIFFS' ANSWER  
 TO DEFENDANT LEASCOMM'S  
 SECOND SET OF REQUESTS FOR  
 ADMISSION**

COMES NOW, Plaintiff CHUCK WEDDE, dba POCATELLO CAB COMPANY, by  
 and through counsel Richard D. Vance, and hereby responds to Defendant's Second Set of  
 Requests for Admission to Plaintiffs as follows:

**REQUEST FOR ADMISSION NO. 17:** Admit that the total damages you are  
 seeking to recover in this Lawsuit do not exceed the sum or value of seventy-five thousand  
 dollars (\$75,000).

**ANSWER TO REQUEST FOR ADMISSION NO. 17:** Deny

DATED this 14 day of November, 2003.

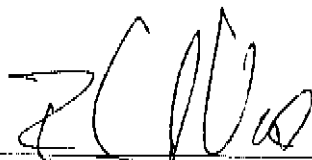
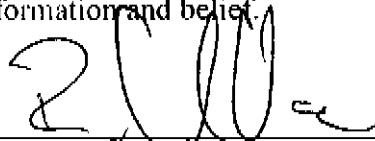
  
 Richard D. Vance

EXHIBIT B

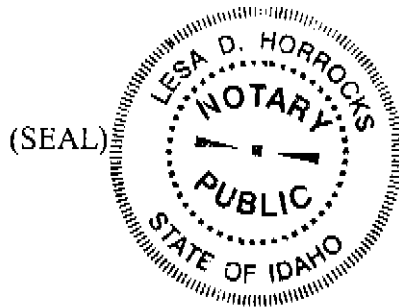
VERIFICATION

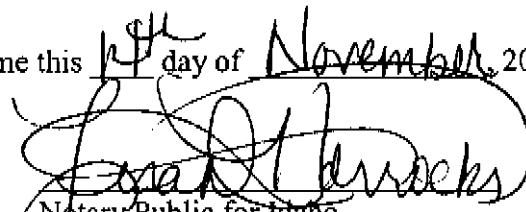
STATE OF                    )  
                                  :SS  
County of                 )

Richard D. Vance, being first duly sworn upon oath, deposes and states that he is counsel for Plaintiff in the above-entitled matter, that he has read the foregoing, and that the facts therein stated are true as he verily believes to the best of his information and belief.

  
\_\_\_\_\_  
Richard D. Vance

SUBSCRIBED AND SWORN to before me this 14<sup>th</sup> day of November, 2003.

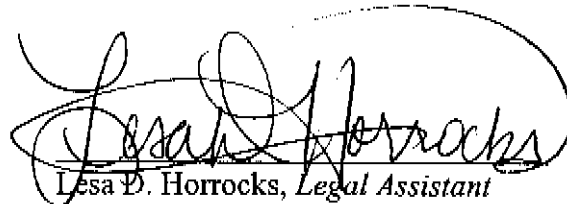


  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Pocatello  
My Commission expires: 9/16/2005

**CERTIFICATE OF DELIVERY**

I HEREBY CERTIFY that on the 14<sup>th</sup> day of November, 2003, I deposited a copy of the foregoing **PLAINTIFF'S ANSWER TO DEFENDANT'S SECOND SET OF REQUESTS FOR ADMISSION TO PLAINTIFF** by United States mail, postage prepaid, to the following interested parties:

Gregory C. Tollefson  
STOEL RIVES, LLP  
101 S. Capitol Boulevard, Suite 1900  
Boise, ID 83702-5958  
FAX (208) 389-9040

  
Lesa D. Horrocks, Legal Assistant